THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 1 OF 3

LAW

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE

OCTOBER 24, 2013

14-047

Bid Tab

Revised

Description	**GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE I - BOROUGH OF THE BRONX**		
Bid Date	**1/8/2014**	**FMS ID**	**GCHP24-01**
Estimated Cost	**$3,383,562**	**DEP Supervised**	**No**
Bid Security	**2% of Total Bid Price**	**PLA**	**No**
Time Allowed	**270 CCD**	**Contract Manager**	**Vicky Ayo-Vaughan**
Addendum	**3**	**Project Manager**	**Patel, Ajaykumar**
PIN	**8502014SE0002C**	**E-PIN**	**85014B0061**
Selective Bidding	☐Yes ☒No	**Consultant**	**In-House**

Bid Rank	Vendor	Bid Amount	Security Type
1	WJL EQUITIES CORPORATION	$3,166,776.00	Bond
2	MFM CONTRACTING CORP.	$3,194,745.50	Bond
3	OLSON'S CREATIVE LANDSCAPING CORP.	$3,279,696.00	Bond
4	ROCCO AGOSTINO LANDSCAPE & GENERAL CONTRACTOR CORP.	$3,647,109.00	Bond
5	GALVIN BROS., INC./MADHUE CONTRACTING, INC.	$3,732,341.00	Bond
6	FGI CORP.	$3,778,885.00	Bond
7	GAZEBO CONTRACTING INC	$3,921,453.05	Bond
8	COPPOLA PAVING & LANDSCAPING CORP.	$3,974,274.00	Bond
9	LAWS CONSTRUCTION CORP.	$3,978,306.00	Bond
10	PAUL J. SCARIANO INC.	$4,358,000.00	Bond
11	C.A.C. INDUSTRIES, INC.	$4,483,440.00	Bond
12	DRAGONETTI BROTHER LANDSCAPING & NURSERY INC.	$4,593,230.72	Bond

Recorder: Phyllis Lopez – ext. 1283

Approver: Cathy Williams

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

RAMON RODRIGUEZ
Acting Agency Chief
Contracting Officer

May 23, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST
MFM CONTRACTING CORP.
335 Center Avenue
Mamaroneck, NY 10543

RE: FMS ID: GCHP24-01
E-PIN: 85014B0061001
DDC PIN: 8502014SE0002C
GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE I - BOROUGH OF THE BRONX
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $3,194,745.50 submitted at the bid opening on January 08, 2014. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

(1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.

(2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.

(3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

(NO TEXT ON THIS PAGE)

PROJECT ID: GCHP24-01

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

BID BOOKLET

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED AND SUBMITTED WITH THE BID:

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Schedule B: M/WBE Utilization Plan (if participation goals have been established)

FAILURE TO SUBMIT ITEMS (1), (2) AND (3)
WILL RESULT IN THE DISQUALIFICATION OF THE BID.

4. Safety Questionnaire
5. Construction Employment Report (if bid is $1,000,000 or more)
6. Contract Certificate (if bid is less than $1,000,000)
7. Confirmation of Vendex Compliance
8. Bidder's Certification of Compliance with Iran Divestment Act
9. Special Experience Requirements (if applicable)
10. Apprenticeship Program Questionnaire (if applicable)
11. Any addenda issued prior to the receipt of bids

FAILURE TO SUBMIT ITEMS (4) THROUGH (11)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.

NOTES:

(1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.

(2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2615).

(3) VENDEX QUESTIONNAIRES: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

(4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.

SPECIAL NOTICE TO BIDDERS
SPECIAL EXPERIENCE REQUIREMENTS (Revised 02/2007)

(A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER**: The bidder must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

The requirements set forth below under Article (B) apply to this contract where indicated by a blackened box (■) or by X in a □ to left.

☐ **(B)** **EXPERIENCE REQUIREMENTS FOR INSTALLER OF TRUNK WATER MAIN:** The special experience requirements set forth below apply to the contractor who will install the Trunk Water Main. If the bidder intends to perform such work itself, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract this work, the proposed subcontractor must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

(1) The contractor who will install the Trunk Water Main must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

(C) **SUBMISSION REQUIREMENTS:** For each project submitted to meet the experience requirements set forth above, the bidder must complete and submit the Qualification Form set forth in the Bid Booklet. Separate Qualification Forms shall be provided for bidder and the contractor who will install the Trunk Water Main.

(D) **CONDITIONS**: In determining compliance with the special experience requirements for the bidder set forth above, the City may consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

(1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or more from the inception of the bidding entity.

(2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(E) **JOINT VENTURES**: In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

(F) **COMPLIANCE**: Compliance with the experience requirements set forth herein will be determined solely by the City, prior to an award of contract. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

Qualification Form

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____
Title: _____ Phone Number: _____

Brief description of the Project completed or the Project in progress: _____
_____
_____

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: _____

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

****

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____
Title: _____ Phone Number: _____

Brief description of the Project completed or the Project in progress: _____
_____
_____

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: _____

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: GCHP4-01
PIN: 8502014SE0002C

Description and Location of Work:

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

Documents Available At: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
8:30 A.M. to 4:00 P.M. – Monday through Friday

Submission of Bids To: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on **JANUARY 8, 2014**

Bid Opening: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101

Time and Date: 11:00 A.M. on **JANUARY 8, 2014**

Pre-Bid Conference:

Yes	_____	No	X
If Yes, Mandatory	_____	Optional:	_____
Time and Date:	_____		
Location:	_____		

Bid Security: Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than $ 1,000,000.00.

(1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
(2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.

Performance and Payment Security: Required for contracts in the amount of $1,000,000 or more. Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.

Agency Contact Person: Lorraine Holley
Phone: 718-391-2601 FAX: 718-391-2615

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 AG) and items starting with a prefix "GI" (e.g. GI-2.14), shall comply with the requirements of the corresponding numerical or alpha-numerical Sections of the NYCDOT Standard Highway Specifications as amended by Addendum No. 1, herein Volume 3 of 3.

(NO TEXT ON THIS PAGE)

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BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

BID FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

Name of Bidder: MFM Contracting Corp.

Date of Bid Opening: 1/8/14

Bidder is: (Check one, whichever applies) Individual ( ) Partnership ( ) Corporation (✓)

Place of Business of Bidder: 335 Center Avenue, Mamaroneck, N.Y. 10543

Bidder's Telephone Number: 914-777-8292 Fax Number: 914-777-0194

Bidder's E-Mail Address: mvp@petromfm.com

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners	Residence of Partners
_____	_____
_____	_____
_____	_____

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of New York

Name and Home Address of President: Michael V. Petrillo - 10 orchard Drive Purchase, N.Y. 10577

Name and Home Address of Secretary: Felix J. Petrillo - 68 Muchmore Road Harrison, N.Y. 10528

Name and Home Address of Treasurer: Same as Secretary

BID FORM

MFM Contracting Corp

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance: (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except: None

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: MFM Contracting Corp.
Address: 335 Center Avenue
City Mamaroneck State N.Y. Zip Code 10543

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

/__/ A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

/__/ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

/✓/ C- Corporation
EMPLOYER IDENTIFICATION NUMBER
13-4130805

By: [signature]
Signature

Title: President

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

(NO TEXT ON THIS PAGE)

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

BID SCHEDULE

NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.

(2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.

(3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.

(4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.

(5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 27

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.02 AF-R (001)	1,050.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	$ 14	00	$ 14700	00
4.02 CB (002)	50.0 TONS	ASPHALTIC CONCRETE MIXTURE	$ 110	00	$ 5500	00
4.04 H (003)	10.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	$ 190	00	$ 1900	00
4.07 GI-BA (004)	20.0 L.F.	RESET GRANITE CURB	$ 8	00	$ 160	00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.07 GI-CB (005)	79.0 L.F.	NEW GRANITE CURB, STRAIGHT	$ 120	.00	$ 9480	.00
4.07 GI-CD (006)	21.0 L.F.	NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION	$ 165	.00	$ 3465	.00
4.08 GI-AA (007)	2,750.0 L.F.	CONCRETE CURB (18" DEEP)	$ 8	.00	$ 22000	.00
4.09 GI-AD (008)	1,450.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	$ 31	.00	$ 44950	.00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF OUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.09 GI-BD (009)	256.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	$ 38	.00	$ 9728	.00
4.11 CA (010)	10.0 C.Y.	FILL, PLACE MEASUREMENT	$ 20	.00	$ 200	.00
4.13 GI-AA (011)	34,600.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	$ 9	.00	$ 311400	.00
4.13 GI-AB (012)	250.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED)	$ 4	.00	$ 1000	.00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.13 GI-BA (013)	250.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	$ 5	.00	$ 1250	.00
4.13 GI-BB (014)	250.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED)	$ 5	.50	$ 1375	.00
4.16 AA (015)	7.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	$ 375	.00	$ 2625	.00
4.16 AAT (016)	2.0 EACH	TREES TRANSPLANTED, UP TO 4" CALIPER, ALL TYPES	$ 750	.00	$ 1500	.00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.16 AB (017)	1.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	$ 550	00	$ 550	00
4.16 AC (018)	1.0 EACH	TREES REMOVED (18" TO UNDER 24" CALIPER)	$ 725	00	$ 725	00
4.16 AD (019)	1.0 EACH	TREES REMOVED (24" CALIPER AND OVER)	$ 1075	00	$ 1075	00
4.16 STUMP (020)	7.0 UNITS	STUMP REMOVAL	$ 350	00	$ 2450	00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.19 (021)	65.0 S.Y.	SODDING	$ 24	00	$ 1560	00
4.20 (022)	65.0 S.Y.	SEEDING	$ 15	30	$ 994	50
4.21 (023)	1,080.0 P/HR	TREE CONSULTANT	$ 60	00	$ 64800	00
6.02 AAN (024)	1,060.0 C.Y.	UNCLASSIFIED EXCAVATION	$ 200	00	$ 212000	00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.03 AA (025)	235.0 S.Y.	STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	$ 40	00	$ 9400	00
6.07 AA (026)	150.0 S.F.	EXISTING BLUESTONE FLAGS RELAID	$ 80	00	$ 12000	00
6.09 (027)	4,720.0 L.F.	CONCRETE HEADER (6" WIDE X 15" DEEP)	$ 6	50	$ 30680	00
6.09 GI-L (028)	250.0 L.F.	CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 21" DEEP X 12" WIDE AT BASE)	$ 15	00	$ 3750	00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502014SE0002C
Project ID GCHP24-01

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.21 FE (029)	4.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	$ 1250	.00	$ 5000	.00
6.21 FG (030)	4.0 EACH	RESET HYDRANT FENDER	$ 950	.00	$ 3800	.00
6.22 F (031)	1,000.0 LBS.	ADDITIONAL HARDWARE	$ 5	.00	$ 5000	.00
6.25 RS (032)	200.0 S.F.	TEMPORARY SIGNS	$ 12	.00	$ 2400	.00

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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6.36 DR (033)	2.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	$ 4800	.00	$ 9600	.00
6.40 B (034)	15.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	$ 9100	.00	$ 136500	.00
6.43 (035)	1,200.0 SETS	PHOTOGRAPHS	$ 15	.50	$ 18600	.00
6.44 (036)	500.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	$ 4	.00	$ 2000	.00

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6.50 (037)	207.0 EACH	CLEANING OF DRAINAGE STRUCTURES	$ 225	.00	$ 46575	.00
6.51 GI-BD (038)	50.0 C.Y.	PAVEMENT KEY ALONG CURB LINE (3' TO 6' WIDE)	$ 110	.00	$ 5500	.00
6.70 -GI (039)	207.0 EACH	MAINTENANCE AND PROTECTION OF TRAFFIC	$ 500	.00	$ 103500	.00
6.73 A (040)	6.0 EACH	REMOVING EXISTING PARKING METER POSTS	$ 400	.00	$ 2400	.00

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6.73 B (041)	6.0 EACH	FURNISHING AND INSTALLING PARKING METER POSTS	$ 120	00	$ 720	00
6.82 A (042)	12.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	$ 50	00	$ 600	00
6.82 B (043)	72.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	$ 9	00	$ 648	00
6.83 AA (044)	10.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	$ 40	00	$ 400	00

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6.83 AB (045)	72.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	$ 5	00	$ 360	00
6.83 AR (046)	2.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	$ 45	00	$ 90	00
6.83 BA (047)	12.0 S.F.	INSTALLING TRAFFIC SIGNS	$ 140	00	$ 1680	00
6.83 BB (048)	72.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	$ 30	00	$ 2160	00

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6.91 (049)	3,454.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	$ 2	50	$ 8635	00
7.13 -GI (050)	207.0 EACH	MAINTENANCE OF SITE	$ 500	00	$ 103500	00
8.02 A (051)	10.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	$ 120	00	$ 1200	00
8.02 B (052)	10.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	$ 60	00	$ 600	00

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GI-2.03 (053)	1,600.0 C.F.	CONCRETE APRON	$ 60	.00	$ 96000	.00
GI-2.04G (054)	2,400.0 L.F.	PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE	$ 25	.00	$ 60000	.00
GI-2.04W (055)	40.0 EACH	PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE	$ 305	.00	$ 12200	.00
GI-2.05 (056)	60.0 C.Y.	STONE STRIP BED	$ 90	.00	$ 5400	.00

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GI-2.06 (057)	3,133.0 L.F.	L-SHAPED EDGING	$ 7	00	$ 21931	00
GI-2.07 (058)	1,080.0 C.Y.	OPEN GRADED STONE BASE	$ 206	00	$ 222480	00
GI-2.09 (059)	3,915.0 S.Y.	GEOTEXTILE FABRIC	$ 2	00	$ 7830	00
GI-2.10A (060)	50.0 L.F.	STEEL TREE PIT GUARDS - TYPE 'A	$ 68	00	$ 3400	00

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GI-2.10B (061)	4,115.0 L.F.	STEEL TREE PIT GUARDS - TYPE 'B	$ 68	00	$ 279820	00
GI-2.10C (062)	50.0 L.F.	STEEL TREE PIT GUARDS - TYPE 'C	$ 68	00	$ 3400	00
GI-2.10D (063)	50.0 L.F.	STEEL TREE PIT GUARDS - TYPE 'D	$ 68	00	$ 3400	00
GI-2.11PM-07 (064)	50.0 EACH	LARGE DECIDUOUS SHRUBS	$ 122	00	$ 6100	00

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GI-2.11PM-09 (065)	15.0 EACH	MEDIUM EVERGREEN SHRUBS - CLASS B	$ 65	00	$ 975	00
GI-2.11PM-11 (066)	273.0 EACH	MEDIUM DECIDUOUS SHRUBS - CLASS A	$ 65	00	$ 17745	00
GI-2.11PM-12 (067)	409.0 EACH	MEDIUM DECIDUOUS SHRUBS - CLASS B	$ 50	00	$ 20450	00
GI-2.11PM-14 (068)	225.0 EACH	SMALL DECIDUOUS SHRUBS	$ 48	00	$ 10800	00

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GI-2.11PM-17 (069)	4,176.0 EACH	PERENNIALS #2 can	$ 18	00	$ 75168	00
GI-2.11PM-21 (070)	3,176.0 EACH	GRASSES #2 can	$ 26	00	$ 82576	00
GI-2.12A (071)	8,000.0 EACH	PLANTING BULBS CLASS A	$ 2	10	$ 16800	00
GI-2.12B (072)	8,000.0 EACH	PLANTING BULBS CLASS B	$ 2	10	$ 16800	00

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GI-2.13 (073)	1,095.0 C.Y.	ENGINEERED SOIL	$ 250	00	$ 273750	00
GI-2.14 (074)	1,630.0 S.Y.	MULCH	$ 7	90	$ 12877	00
GI-2.16P (075)	900.0 L.F.	PERFORATED HDPE PIPE (6" DIA.)	$ 4	00	$ 3600	00
GI-2.16S (076)	228.0 L.F.	SOLID HDPE PIPE (6" DIA.)	$ 3	00	$ 684	00

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GI-2.17 (077)	207.0 EACH	STONE GABION	$ 62	.00	$ 12834	.00
GI-2.19 (078)	590.0 L.F.	HDPE STORM WATER CHAMBER	$ 17	.00	$ 10030	.00
GI-4.02 (079)	2,285.0 C.Y.	EARTH EXCAVATION	$ 103	.00	$ 235355	.00
GI-4.03 (080)	10.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT	$ 30	.00	$ 300	.00

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GI-5.08PM-1 (081)	102.0 EACH	PLANT MAJOR TREES - 2 TO 2.5 INCH CALIPER	$ 490	00	$ 49980	00
GI-5.08PM-2 (082)	36.0 EACH	PLANT MAJOR TREES - 3.5 TO 4 INCH CALIPER	$ 945	00	$ 34020	00
GI-5.08PM-3 (083)	53.0 EACH	PLANT FLOWERING TREES	$ 460	00	$ 23860	00
GI-5.10 (084)	200.0 V.F.	STONE COLUMN	$ 400	00	$ 80000	00

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GI-5.13 (085)	35.0 L.F.	SOLID DUAL WALL HDPE PIPE CONNECTION (6" DIA.)	$ 5	00	$ 175	00
GI-5.13A (086)	5.0 EACH	STORMWATER INLET	$ 8000	00	$ 40000	00
GI-5.21R (087)	5,675.0 L.F.	SAWCUTTING EXISTING ROADWAY PAVEMENT	$ 6	00	$ 34050	00
GI-5.21S (088)	8,820.0 L.F.	SAWCUTTING EXISTING SIDEWALK PAVEMENT	$ 4	00	$ 35280	00

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GI-5.35 (089)	200.0 L.F.	SLEEVE FOR UTILITY CROSSINGS	$ 160	.00	$ 32000	.00

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		SUB-TOTAL:			$ 3,074,745	50
6.39 A (090)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			$ 120,000	00
		TOTAL BID PRICE:			$ 3,194,745	50

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.

THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

BID FORM

MFM Contracting Corp

PROJECT ID. GCHP24-01

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate its Total Bid Price in figures. Such Total Bid Price is set forth on the final page of the Bid Schedule.

TOTAL BID PRICE:
(a/k/a BID PROPOSAL)

$ 3,194,745.50

1/8/14 P.S.

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: MFM Contracting Corp.

By: Michael V. [signature] - President
(Signature of Partner or corporate officer)

Felix J. Petrillo

Attest: Donna N Alisand
(Corporate Seal)

Secretary of Corporate Bidder

Affidavit on the following page should be subscribed
and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this

_____ day of _____, _____

_____

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this

_____ day of _____, _____

_____

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Westchester ss:

Michael V. Petrillo being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at Purchase, N.Y. 10577.

I have knowledge of the several matters therein stated, and they are in all respects true.

Michael V. P

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this

8th day of January 2014

Donna Dalessandro

Notary Public

DONNA D'ALESSANDRO NOTARY PUBLIC STATE OF NEW YORK NO. 01DA5029895 QUALIFIED IN WESTCHESTER COUNTY COMM. EXP. 07/05/2014

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, MFM Contracting Corporation
335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal", and Arch Insurance Company
Three Parkway Suite 1500, Philadelphia, PA 19102

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of

Ten Percent of Proposal Price

($10% of P.P.), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for

GCHP24-01-Green Infrastructure in Hutchinson River Area-Phase 1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 6th day of January, 2014.

(Seal)

MFM Contracting Corporation (L.S.)
Principal
By: Michael V. [signature]

(Seal)

Arch Insurance Company
Surety
By: Susan Lupski
Susan Lupski, Attorney-In-Fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:
On this 7th day of January, 2014, before me personally came Michael V. Petrillo to me known, who, being by me duly sworn, did depose and say that he resides at Purchase N.Y. 10577 that he is the President of MFM Contracting Corp. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Anthony Mastrangelo
Notary Public, State of New York
Registration #01MA6038438
Qualified in Westchester County
My Commission Expires March 13, 2014

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

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VOID VOID VOID VOID

AIC 0000099207

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, Desiree Cardin, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Nelly Renchiwich, Rita Sagistano, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

VOID VOID VOID VOID

VOID VOID VOID VOID

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of November, 2013.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 11, 2013 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____day of JAN 06 2014, 20_____.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ....New York....} ss
COUNTY OF ...Nassau.....}

On this ..JANUARY 6, 2014....., before me personally came.....SUSAN LUPSKI..... to me know, who, being by me duly sworn, did depose and say; that he/she resides in .....NASSAU COUNTY....., State of.....NEW YORK....., that he/she is the Attorney-In-Fact of the ....ARCH INSURANCE COMPANY.....the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to.....ARCH INSURANCE COMPANY.....(Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON
Notary Public, State of New York
Nassau County
Lic. #01AC6111590
Term Expires June 14, 2016

.....
Notary Public

NY acknowledgment

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2012

Assets

Cash in Banks	$	142,123,391
Bonds owned		1,626,957,843
Stocks		335,746,944
Premiums in course of collection		199,715,124
Accrued interest and other assets		392,357,134
Total Assets	$	2,696,900,436

Liabilities

Reserve for losses and adjustment expenses	$	1,138,208,564
Reserve for unearned premiums		328,958,704
Ceded reinsurance premiums payable		179,607,905
Amounts withheld or retained by company for account of others		173,229,865
Reserve for taxes, expenses and other liabilities		313,412,183
Total Liabilities		2,133,417,221
Surplus as regards policyholders		563,483,215
Total Surplus and Liabilities	$	2,696,900,436

By: _____ Attest: _____

Senior Vice President, Chief Financial Officer and Treasurer

Senior Vice President, General Counsel and Secretary

State of New York)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2012.

Subscribed and sworn to before me, this 12 day of March, 2013.

Notary Public

_____
Traci Fischer

Traci Jo Fischer
Notary Public, State of New Jersey
No. 2409092
Qualified in Hudson County
Commission Expires May 31, 2016

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled "Notice to All Prospective Contractors".

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the "Notice to All Prospective Contractors" (See Part A, Section 10). The bidder's request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive. Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) calendar days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program ("LBE"). The LBE Program is set forth in Article 67 of the Contract.

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO _

SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax ID #: 13-4130805 PIN #: 8502014SE0002C

SCHEDULE B – M/WBE Utilization Plan
Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	**85014B0061**	**FMS Project ID#:**	GCHP24-01
Project Title/ Agency PIN #	GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1/ 8502014SE0002C		
Bid/Proposal Response Date	**JANUARY 8, 2014**		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Ave. **City** Long Island City **State** NY **Zip Code** 11101		
Contact Person	Sarah Fields	**Title**	MWBE Liaison & Compliance Analyst
Telephone #	(718) 391-1811	**Email**	FieldsSa@ddc.nyc.gov

Project Description *(attach additional pages if necessary)*

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

M/WBE Participation Goals for Services
Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: Construction

Group	Percentage	
Unspecified	**10%**	
or		
Black American	**UNSPECIFIED**	
Hispanic American	**UNSPECIFIED**	
Asian American	**UNSPECIFIED**	
Women	**UNSPECIFIED**	
Total Participation Goals	**10%**	**Line 1**

**Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goal for construction contracts may be met by using either Black-American, Hispanic-American, Asian American, or Women certified firms or any combination of such firms.*

Tax ID #: 13-4130805 APT E-
PIN #: 8502014SE002C

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 17 and 18 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID #	13-4130805	**FMS Vendor ID #**	
Business Name	MFM Contracting Corp.	**Contact Person**	Michael V. Petrillo
Address	335 Center Avenue, Mamaroneck, N.Y. 10543		
Telephone #	914-777-8282	**Email**	mvp@petromfm.com

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.**	**Total Bid/Proposal Value**		**Agency Total Participation Goals (Line 1, Page 13)**		**Calculated M/WBE Participation Amount**
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	$	X		=	$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.**	**Total Bid/Proposal Value**		**Adjusted Participation Goal (From Partial Waiver)**		**Calculated M/WBE Participation Amount**
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	$3194745 50	X	10%	=	$319.474 50 Line 3

Tax ID #: 13-4130805

APT E-
PIN #: 8502 0145 E 002C

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☑ As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 29

✓ Scopes of Subcontract Work

Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

1.	ARBORIST	$ 64,000 -	MBE
2.	DRAINAGE CLEAN	$ 45000 -	
3.	AUGERING	$ 69000 -	
4.	LANDSCAPING	$ 375000 -	WBE
5.	PHOTOGRAPHY	$ 18000 -	MBE
6.	RAIL SUB	$ 275000 -	MBE
7.	TRUCKING	$ 80000 -	MBE
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			

Tax ID #: 13-4130805

APT E-
PIN #: 8502014SE002C

Section V: Vendor Certification and Required Affirmations

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;

2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature	Michael V. P	**Date**	1/7/14
Print Name	Michael V. Petrillo	**Title**	President

SCHEDULE B – PART III – REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____

APT E-PIN # (for this procurement): _____ Contracting Agency: _____

M/WBE Participation Goals as described in bid/solicitation documents

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal *as anticipated by vendor seeking waiver*

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*

☐ **Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work *itself with its own employees.***

☐ **Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)**

☐ **Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.**

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. _____	**AGENCY** _____	**DATE COMPLETED** _____
Total Contract Amount $ _____	**Total Amount Subcontracted** $ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	**AGENCY** _____	**DATE COMPLETED** _____
Total Contract Amount $ _____	**Total Amount Subcontracted** $ _____	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO.	**AGENCY**	**DATE COMPLETED**
Total Contract Amount $	**Total Amount Subcontracted** $	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

(Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

TYPE OF Contract _____ **ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Type of Work Subcontracted _____ _____ _____

_____

TYPE OF Contract _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

_____

TYPE OF Contract _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

_____

VENDOR CERTIFICATION: *I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.*

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ **Date:** _____

Waiver Determination:

Full Waiver Approved ☐

Waiver Denied ☐

Partial Waiver Approved ☐

Revised Participation Goal ____ %

APPRENTICESHIP PROGRAM REQUIREMENTS

Bidders are advised that the Apprenticeship Program Requirements set forth below apply to each contract for which a check mark is indicated before the word "Yes". Compliance with these requirements will be determined solely by the City.

__√__ YES _____ NO

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth one million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship programs have three years of current, successful experience in providing career opportunities.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

(2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire. The Questionnaire is set forth on the following page of the Bid Booklet.

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: _____

The bidder must submit a completed and signed Apprenticeship Program Questionnaire.

Name of Bidder: _____

1. Does the bidder have an Apprenticeship Program appropriate for the type and scope of work to be performed? [Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).]

   _____ YES _____ NO

2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

   _____ YES _____ NO

3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

   _____ YES _____ NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Bidder: _____

By: _____ Title: _____
(Signature of Partner or Corporate Officer)

Date: _____

Project ID. GCHP24-01

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: MFM Contracting Corp.

DDC Project Number: GCHP24-01

Company Size: _____ Ten (10) employees or less

✓ Greater than ten (10) employees

Yes Company has previously worked for DDC

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction		
Residential Building Construction		
Nonresidential Building Construction		
Heavy Construction, except building	✓	
Highway and Street Construction	✓	✓
Heavy Construction, except highways	✓	
Plumbing, Heating, HVAC		
Painting and Paper Hanging		
Electrical Work		
Masonry, Stonework and Plastering		
Carpentry and Floor Work		
Roofing, Siding, and Sheet Metal		
Concrete Work		
Specialty Trade Contracting		
Asbestos Abatement		
Other (specify)		
Watermain, Sewer, Utilities	✓	

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
2013	1.04	
2012	1.16	
2011	1.0	

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

NO — Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

NO — Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

Project ID. GCHP24-01

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2011	79,821	0
2012	113,462.50	0
2013	137,260	2.91

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____

_____

NO Accident on previous DDC Project(s).

NO Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

Date: 1/7/14 By: _____
(Signature of Owner, Partner, Corporate Officer)

Title: President

(NO TEXT ON THIS PAGE)

* Explanation for 2012 EMR rating
* Explanation for 2013 EMR Rating

The two incidents which occurred in 2010 are not indicative of the MFM safety record as evident by the increased number of work hours in 2011 with no incidents. 2012

The first incident was a worker, who was wearing eye glasses and ended up with a "splinter" entering his eye from the side,

The second incident was a new hire who had a pre-existing condition and allegedly aggravated the situation while working for MFM.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 12

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name MFM CONTRACTING CORP

Street 335 CENTER AVE

City MAMARONECK State NY ZIP 10543

Industry description (*e.g., Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (*e.g., 3715*)

— — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 0 __

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 65

Total hours worked by all employees last year 113,462.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Title President

(914) 777-8292 — Phone

1/21/13 — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 12

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name MFM CONTRACTING
City MAMARONECK State NEW YORK

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries 0

(2) Skin disorders 0

(3) Respiratory conditions 0

(4) Poisonings 0

(5) All other illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name MFM CONTRACTING CORP

Street 335 CENTER AVENUE

City MAMARONECK State NY ZIP 10543

Industry description (e.g., *Manufacture of motor truck trailers*) CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., *SIC 3715*) 1623

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 75

Total hours worked by all employees last year 79,821

Sign here John J. [signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: PRESIDENT (Title)

Phone: 914-777-8292 Date: 1/3/12

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 1 1

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name MFM CONTRACTING CORP
City MAMARONECK State NEW YORK

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:				
						Using these four categories, check ONLY the most serious result for each case:						(M)				
						Death	Days away from work	Remained at work								
								Job transfer or restriction	Other recordable cases	On job transfer or restriction	Away from work	Injury	Skin disorder	Respiratory condition	Poisoning	All other illnesses
(A) Case no.	(B) Employee's name	(C) Job title (e.g., *Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., *Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., *Second degree burns on right forearm from acetylene torch*)	(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name MFM CONTRACTING CORP.

City MAMARONECK State NY

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Flavio Pereira	Laborer	4/6/10	44 East 50th St.	Eye from splinter of wood		x			180		x					
2	Nuno Alves	Laborer	9/1/10	101st St.	Bicep from lifting timber shoring		x			80		x					
					Page totals	0	2	0	0	260	0	2	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
260	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name MFM Contracting Corp.

Street 335 Center Avenue

City Mamaroneck State New York Zip 10543

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 15

Total hours worked by all employees last year 25,186

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President
Title

914-777-8292
Phone

1/31/11
Date

Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, such information must be submitted by the bidder within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information must be submitted. The types of information the bidder may be required to submit are described below. In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

****

(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

(2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(D) **Project Specific Information**: If required, the bidder must submit the project specific information described below:

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.
(4) Description of work expected to be subcontracted, and to what firms, if known.
(5) List of key material suppliers.
(6) Preliminary bar chart time schedule
(7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
(8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount ($000)	Subcontracted to Others ($000)	Uncompleted Portion ($000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount ($000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner

(NO TEXT ON THIS PAGE)

OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

To be completed if the contract is less than $1,000,000

Contractor: _____

Address: _____

_____

Telephone Number: _____

Name and Title of Signatory: _____

_____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

_____

_____

_____

I, (fill in name of person signing) _____, hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than $1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

_____ _____

Date Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175 per Vendor Name Check review. For contracts with an estimated value of greater than $1,000,000, the fee will be $350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: MFM Contracting Corp.
Bidder's Address: 335 Center Avenue, Mamaroneck, N.Y. 10543
Bidder's Telephone Number: 914-777-8292
Bidder's Fax Number: 914-777-0194
Date of Bid Opening: 1/8/14
Project ID: GCHP24-01

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: 3/16/12

By: Michael V. P
(Signature of Partner or corporate officer)

Print Name: Michael V. Petrillo

(2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: Michael V. P
(Signature of Partner or corporate officer)

Print Name: Michael V. Petrillo

(NO TEXT ON THIS PAGE)

Certificate of No Change Form

Mayor's Office of Contract Services

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, Michael V. Petrillo, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: MFM Contracting Corp.

Vendor's Address: 335 Center Avenue, Mamaroneck, N.Y. 10543

Vendor's EIN or TIN: 13-4130805 Requesting Agency: NYCDDC

Are you submitting this Certification as a parent? (Please circle one) Yes (No)

Signature date on the last full vendor questionnaire signed for the submitting vendor: 3/16/12

Signature date on change submission for the submitting vendor: N/A

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

NYC Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	Michael V. Petrillo	3/16/12	N/A
2	Felix J. Petrillo	3/16/12	N/A
3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Michael V. Petrillo
Name (Print)

President
Title

MFM Contracting Corp.
Name of Submitting Entity

Michael V. P
Signature

1/7/14
Date

Notarized By:

Anthony Mastrangelo
Notary Public, State of New York
Registration #01MA6038438
Qualified in Westchester County
My Commission Expires March 13, 20 1[illegible]

Notary Public *County License Issued* *License Number*

Sworn to before me on: 1/7/2014
Date

Certificate of No Change Form

Mayor's Office of Contract Services

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
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I, Michael V. Petrillo, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

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Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
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3			
4			
5			
6			

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Michael V. Petrillo
Name (Print)

President
Title

MFM Contracting Corp.
Name of Submitting Entity

Michael V. P
Signature

1/7/14
Date

Notarized By:

Anthony Mastrangelo
Notary Public, State of New York
Registration #01MA6038438
Qualified in Westchester County
My Commission Expires March 13, 2014

Notary Public | *County License Issued* | *License Number*

Sworn to before me on: 1/7/2014
Date

THE CITY OF NEW YORK
DEPARTMENT OF SMALL BUSINESS SERVICES
DIVISION OF LABOR SERVICES
CONTRACT COMPLIANCE UNIT
110 WILLIAMS STREET
NEW YORK, NEW YORK 10038
PHONE: (212) 513-6323
FAX: (212) 618-8879

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

The City of New York
Department of Small Business Services
Division of Labor Services
Contract Compliance Unit
110 William Street
New York, New York 10038
Phone: (212) 513 – 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

A Construction Employment Report (ER) must be filed if you meet the following conditions:

CONTRACT FUNDING SOURCE	CONTRACTOR	CONTRACT VALUE	SUBMISSION REQUIREMENT
Federally assisted	Prime and subcontractors	$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	$1,000,000 or greater	
	Subcontractor	$750,000 or greater	
		Less than $750,000	Less than $750,000 Waiver

Prime Contractor:

- A general contractor or construction manager selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of $10,000 or more.
- A general contractor or construction manager selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of $1,000,000 or more.

Subcontractor:

- A subcontractor selected to perform work on a construction project funded (in whole or in part) by the federal government with a proposed contract value of $10,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of $750,000 or more.
- A subcontractor selected to perform work on a construction project funded or assisted by the City of New York with a proposed contract value of less than $750,000 must submit a "Less than $750,000" waiver.

WHERE TO FILE

Employment Reports must be filed with the City agency awarding the contract. *If you are a contractor or subcontractor* who will be working for a private developer in receipt of funding or assistance from the City, the ER must be filed with the City agency with jurisdiction over the developer's project.

DLS REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted

or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval
The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

Continued Approval Certificate
The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

Conditional Certificate of Compliance
The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within one month of the issue of the Conditional Certificate.

Determination of Nonperformance
The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information
Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices
Part III: Contract Bid Information and Projected and Current Workforce Forms
Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 4 – 8: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 9: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 10: Please provide the number of permanent employees in your company.

Question 11a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 12 – 14: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- General Information section
- Part I - Contractor/Subcontractor Information
- Form B - Projected Workforce
- Signature Page

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of

the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

If your company was issued a Conditional Certificate of Approval, all required corrective actions must have been taken or DLS will not issue a Continued Certificate.

Question 15: If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 16: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

Remember to label all documents with the question number for which they are submitted.

Questions 17a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 18a, 18b, etc.)

Questions 18a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 19: Inquires into where and how I-9 forms are maintained and stored.

Questions 20a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 21: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 22: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 23: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 24: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition

Question 25: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition

Question 26: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 27: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

PART III: CONTRACT BID INFORMATION AND PROJECTED AND CURRENT WORKFORCE FORMS

FORM A: CONTRACT BID INFORMATION – USE OF SUBCONTRACTORS/TRADES

Your projections for the utilization of subcontractors on the proposed contract are to be provided in this section. A chart has been provided for the identification of subcontractors. Information is to be provided to the extent known at the time the ER is filed for review by DLS. If the subcontractor's name is unknown, then write "unknown". Under "ownership", enter the appropriate race/ethnic and gender code. If the contract is federally funded or assisted and the subcontractor is being utilized in accordance with applicable federal requirements with respect to Minority Business Enterprise or Woman Business Enterprise requirements, enter the appropriate code. This will also apply to state funded contracts with similar requirements for minority and female owned businesses.

FORM B: PROJECTED WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification in the charts provided.

FORM C: CURRENT WORKFORCE FOR WORK TO BE PERFORMED ON THIS PROJECT

For each trade*currently* engaged by your company for all work performed in NYC, enter the current workforce for Males and Females by trade classification in the charts provided.

SIGNATURE PAGE

The signatory of this Employment Report and all other documents submitted to DLS must be an official authorized to enter into a binding legal agreement. The signature page must be completed in its entirety and notarized. Only original signatures will be accepted.

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 - 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor X Subcontractor ____

1a. Are M/WBE goals attached to this project? Yes ✓ No ____

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___Minority Owned Business Enterprise ___Locally based Business Enterprise
___Women Owned Business Enterprise ___Emerging Business Enterprise

2a. If you are certified as an **MBE**, **WBE**, or **LBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ____ No ____

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ✓ No ___

4. Is this project subject to a project labor agreement? Yes ____ No ✓

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 13-4130805 mvp@petromfm-com
Employer Identification Number or Federal Tax I.D./ Email Address

6. MFM Contracting Corp.
Company Name

7. 335 Center Avenue, Mamaroneck, N.Y. 10543
Company Address and Zip Code

8. Michael V. Petrillo 914-777-8292
Chief Operating Officer Telephone Number

9 Perry Jacobs 914-777-8292
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")

10. Same
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")

11. Number of employees in your company: 604

FOR OFFICIAL USE ONLY: File No._____

12. Contract information:

(a) NYCDDC
Contracting Agency (City Agency)

(b) #3M±
Contract Amount

(d) 8502014SE0002C
Procurement Identification Number (PIN)

(e) unknown at this time
Contract Registration Number (CT#)

(f) 4/1/14
Projected Commencement Date

(g) 1/1/15
Projected Completion Date

(h) Description and location of proposed contract:
Green Infrastructure in Hutchinson River Area – Phase 1
Bronx, N.Y.

13. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes ✓ No___

If yes, attach a copy of certificate.

14. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No ✓

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

15. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No ✓ If yes,

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

16. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No ✓

If yes,

(a) Name and address of OFCCP office.

_____
_____

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No ✓

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No✓

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No✓

If yes, attach a copy of such findings.

17. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No✓

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

18. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

___ (b) Disability, life, other insurance coverage/description

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

___ (i) Employee evaluation policy/form(s).

___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

19. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

(a) Prior to job offer	Yes___ No___
(b) After a conditional job offer	Yes___ No___
(c) After a job offer	Yes___ No___
(d) Within the first three days on the job	Yes___ No___
(e) To some applicants	Yes___ No___
(f) To all applicants	Yes___ No___
(g) To some employees	Yes___ No___
(h) To all employees	Yes___ No___

20. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

_____

_____

21. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

(a)	Prior to a job offer	Yes___ No___
(b)	After a conditional job offer	Yes___ No___
(c)	After a job offer	Yes___ No___
(d)	To all applicants	Yes___ No___
(e)	Only to some applicants	Yes___ No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

_____

_____

22. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

_____

_____

23. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

24. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

25. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

If yes, attach an internal complaint log. See instructions.

26. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

27. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

28. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

SIGNATURE PAGE

I, (print name of authorized official signing) Michael V. Petrillo hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation.

I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

MFM Contracting Corp.
Contractor's Name

Michael V. Petrillo — President
Name of person who prepared this Employment Report — Title

Michael V. Petrillo — President
Name of official authorized to sign on behalf of the contractor — Title

914-777-8242
Telephone Number

Michael V. Petrillo — 1/7/14
Signature of authorized official — Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/and or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this 7TH day of JAN 20 14

Anthony Mastrangelo
Notary Public, State of New York
Registration #01MA6038438
Qualified in Westchester County
My Commission Expires March 13, 2014

Notary Public — Authorized Signature — 1/7/2014 Date

FOR OFFICIAL USE ONLY: File No._____

Small Business Services

Robert W. Walsh
Commissioner

212CY056

March 26, 2012

Mr. Michael Petrillo
MFM Contracting Corp
335 Center Avenue
Mamaroneck, NY 10543

Re: Department of Parks and Recreation; PIN No: 8462012X126C01;Furnishing cover material in the golf course rounded by the East River, Balcom and Isles Avenues and the Whitestone Bridge approach in Ferry Point Park; Borough of the Bronx; Contract Value: $7,993,500; Certificate of Approval

Dear Mr. Petrillo:

The Department of Small Business Services/Division of Labor Services (DLS) has concluded that MFM Contracting Corp (MFM Contracting) has met the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified the Department of Design and Construction of this determination.

Contingent upon MFM Contracting's ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the one (1) year period commencing on March 26, 2012 and terminating March 25, 2015. **This determination for a three-year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three-year period**. However, Employment Report information must be submitted for each new project.

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 – 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor____ Subcontractor X

1a. Are M/WBE goals attached to this project? Yes ____ No ____

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___Minority Owned Business Enterprise ___Locally based Business Enterprise
___Women Owned Business Enterprise ___Emerging Business Enterprise

2a. If you are certified as an **MBE**, **WBE**, or **LBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ____ No ____

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No___

4. Is this project subject to a project labor agreement? Yes ____ No ____

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. _____
Employer Identification Number or Federal Tax I.D./ Email Address

6. _____
Company Name

7. _____
Company Address and Zip Code

8. _____
Chief Operating Officer Telephone Number

9 _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")

10. _____
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")

11. Number of employees in your company: _____

FOR OFFICIAL USE ONLY: File No._____

12. Contract information:

(a) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(d) _____ (e) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(f) _____ (g) _____
Projected Commencement Date Projected Completion Date

(h) Description and location of proposed contract:

_____

_____

13. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

14. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

15. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

16. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

_____

_____

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

17. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

18. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

___ (b) Disability, life, other insurance coverage/description

___ (c) Employee Policy/Handbook

___ (d) Personnel Policy/Manual

___ (e) Supervisor's Policy/Manual

___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

___ (g) Collective bargaining agreement(s).

___ (h) Employment Application(s)

___ (i) Employee evaluation policy/form(s).

___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

19. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

(a) Prior to job offer	Yes___ No___
(b) After a conditional job offer	Yes___ No___
(c) After a job offer	Yes___ No___
(d) Within the first three days on the job	Yes___ No___
(e) To some applicants	Yes___ No___
(f) To all applicants	Yes___ No___
(g) To some employees	Yes___ No___
(h) To all employees	Yes___ No___

20. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

_____

_____

21. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

(a) Prior to a job offer Yes___ No___
(b) After a conditional job offer Yes___ No___
(c) After a job offer Yes___ No___
(d) To all applicants Yes___ No___
(e) Only to some applicants Yes___ No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

_____

_____

22. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

_____

_____

23. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

24. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

25. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

If yes, attach an internal complaint log. See instructions.

26. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

27. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

28. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

_____

_____

(NO TEXT ON THIS PAGE)

FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

1. Do you plan to subcontractor work on this contract? Yes ✓ No ___

2. If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of $750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
LANDSCAPER		Landscaping		$375000 -
ARBORIST		TREE CONSULTANT		$64000 -
ORDINANCE CLEARING				$45000 -
AUGERING		DRILL STONE COLUMN		$69000 -
PHOTOGRAPHY				$18000 -
RAILING SUB		TREE PIT RAILS		$ 275000 -
TRUCKING		TRUCKING		$ 80000 -

***If subcontractor is presently unknown, please enter the trade (craft name).**

OWNERSHIP CODES
- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(A) Apprentice
(H) Helper
(TRN) Trainee
(TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade: Laborer

Union Affiliation, if applicable: 731

Total (Col. #1-10): 5

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 3

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	2	0	3	0	0	0	0	0	0	0
H										
A										
TRN										
TOT	2	0	3	0	0	0	0	0	0	0

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICE USE ONLY: File No.

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(A) Apprentice
(H) Helper
(TRN) Trainee
(TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade: Timberman

Union Affiliation, if applicable: 1536

Total (Col. #1-10): 1

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 1

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	0	0	1	0	0	0	0	0	0	0
H										
A										
TRN										
TOT	0	T 0	1	0	0	0	0	0	0	0

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICIAL USE ONLY: File No.

FORM B: PROJECTED WORKFORCE

Trade: Operator

Union Affiliation, if applicable: 15

Total (Col. #1-10): 1

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): 0

Total Female (Col. #6 – 10): 0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	1	0	0	0	0	0	0	0	0	0
H										
A										
TRN										
TOT		T								

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

FOR OFFICIAL USE ONLY: File No.

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): _____

Total Female (Col. #6 – 10): _____

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J										
H										
A										
TRN										
TOT		T								

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

_____

_____

(NO TEXT ON THIS PAGE)

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 2 OF 3

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE DESIGN

MARCH 3, 2010

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

LAW

VOLUME 2 OF 3

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BRONX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE

OCTOBER 24, 2013

74-047

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

_____

Contractor.

_____

Dated_____, **20**____

_____

Notice to Bidders:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and Contractor receives notice of its implementation, Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of this contract. For each subcontractor listed, Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under [section 3.02 of Appendix A][Article 17 of the Standard Construction Contract] and PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system...

When the subcontractor reporting system is implemented, Contractor will receive a written notice from the City which will contain the information the Contractor will need to list its subcontractors and report payments. Contractor will not be required to comply with the requirements set forth herein until such notice is issued. Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and may subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

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NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of $100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

   (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

   (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

   (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

      (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
      (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

   (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

   (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that exceed $5 million. The form of bond required for contracts that do not exceed $5 million has not changed. The City's payment bond remains unchanged.

The bond form for contracts that do not exceed $5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. For information concerning the SBA program, including current limits on what size contracts are eligible for participation in the program, go to www.sba.gov/osg. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than $5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.

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CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK CITY
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
(2) The Contract Drawings and Specifications
(3) The General Conditions, the General Requirements and the Special Conditions, if any
(4) The Contract
(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid-shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not have been reasonably anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
(e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

(1) Award to a certified New York City small, minority or woman-owned business entity bidder;
(2) Award to a New York City bidder;
(3) Award to a certified New York State small, minority or woman-owned business bidder;
(4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is $100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds $100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

Agency Chief Contracting Office or the contract person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;
(2) a bank certified check or money order;
(3) obligations of the City of New York; or
(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (I) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at http://www.fms.treas.gov/c570/index.html, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and
(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,
(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
(i) The names, address and telephone numbers of LBE firms that are contacted;
(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
(iii) Documentation showing that no reasonable price can be obtained from LBE firms;
(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

II. PURPOSE

III. DEFINITIONS

IV. RESPONSIBILITIES

V. SAFETY QUESTIONNAIRE

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW

VIII. EVALUATION DURING WORK IN PROGRESS

IX. SAFETY PERFORMANCE EVALUATION

I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- New York City Construction Codes, Title 28
- NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- New York State Department of Labor Industrial Code Rule 753
- NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazard, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QACS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

Director - Quality Assurance and Construction Safety (QACS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer / Construction Project Manager / Construction Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

B. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.

- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

The Site Safety Plan shall apply to all Contractor and subcontractor operations, and shall have at a minimum, the following elements. Each element shall be described in a separate section in the written document. It may be necessary to modify the basic format for certain unique or high-risk projects (such as tunnels or high-rise construction). The basic elements are as follows:

1. Responsibility and Organization: Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.

2. Communication: Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.

3. Job Hazard Assessment: A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.

4. Accident/Exposure Investigation: Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.

5. Hazard Correction: Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards

6. Training: Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection

- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

A. Reviewing the safety issues detailed in the contract.
B. Reviewing the Site Safety Plan.
C. Reviewing any new issues or information that was not previously addressed.
D. Discussing planned inspections and audits of the site by DDC personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.

B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.

C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.

E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.

F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which will be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

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CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

The parties in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I
THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

2.1.4 **"City"** shall mean the City of New York.

2.1.5 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.

2.1.6 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.7 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.8 **"Contract"**or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.9 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.10 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.11 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/ her successors, personal representatives, executors, administrators and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.12 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.13 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

2.1.14 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.15 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.16 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.17 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.18 **"Final Approved Punch List"** shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.19 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a Statute of the United States or

of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.20 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.21 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.22 **"Other Contractor(s)"** shall mean any Contractor (other than the entity which executed this Contract or its Subcontractors) who has a contract with the City for work on or adjacent to the building or site of the Work.

2.1.23 **"Payroll Taxes"** shall mean State Unemployment Insurance ("SUI"), Federal Unemployment Insurance (FUI") and payments pursuant to the Federal Insurance Contributions Act ("FICA").

2.1.24 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.25 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.26 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.27 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.28 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.29 **"Specifications"** shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.30 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 **"Substantial Completion"** shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

2.1.32 **"Treasurer"** shall mean the Commissioner of the Department of Finance of the City of New York.

2.1.33 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

CHAPTER II
THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications** and **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise control code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise

emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the Department of Environmental Protection.

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code of the **City** ("Administrative Code") and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et. seq. In accordance with such provisions, the **Contractor**, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each work site, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the New York City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the Department of Environmental Protection in accordance with 15 RCNY §28-101. No Contract work may take place at a worksite unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the Contractor specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a City agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a City agency for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a City agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a City agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of City agencies and Contractors. Any such determination shall expire after six months unless renewed.

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the agency letting this contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the Agency issuing this solicitation.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the Agency or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty calendar days.

5.4.3(d) The Contractor shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(1) Where the agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(4) Contractors shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the ACCO of the Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the Agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. Contractors shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) Contractor's compliance with Article 5.4 may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.

5.4.5(b) Any Contractor who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with Article 5.4.

5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the Contractor shall report to the Department the following information:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(4) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million.

5.4.6(b) The Contractor shall submit the information required by Article 5.4.6(a) at the completion of work under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover work performed the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson river as it exists now or may be extended would intersect with the southerly line of West Houston street in the borough of Manhattan extended, thence easterly along the southerly side of West Houston street to the southerly side of Houston street, thence easterly along the southerly side of Houston street to the southerly side of East Houston street, thence northeasterly along the southerly side of East Houston street to the point where it would intersect with the United States pierhead line in the East river as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City of New York known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine horsepower (HP) rating of 50 HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor** and any **Subcontractor** shall comply with chapter 12 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The **Contractor's** notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the **Contractor**, the number of the **Contract**, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the **Contractor** shall provide copies of such notice to the **Comptroller** and the **Commissioner**. Notice to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

7.4 To the fullest extent permitted by law, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors)** and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party

claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III
TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the Notice to Proceed with this **Contract**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the Engineer, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to enable the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay, by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this article.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** shall determine that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this article (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to this **Contractor's** failure to comply with the **Engineer's** direction promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a **Subcontractor** of such **Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any suit based upon such claim and if any judgment or claims (even if the allegations of the suit are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this article and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **Commissioner** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officers, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **Commissioner** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **Commissioner** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **Commissioner** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the **Commissioner** or the Board.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **Commissioner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Commissioner** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original bid amount;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **Commissioner** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **Commissioner** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **Commissioner** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **Commissioner**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency Contract** file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the Corporation Counsel and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any other **Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.4 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the specifications, 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, which 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 by this article. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Commissioner** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No work may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**, the portion of the **Work** and materials which it is to perform and furnish, the cost of the subcontract, the VENDEX questionnaire if required, and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.4 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is qualified or not qualified. If the proposed **Subcontractor** is not qualified, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted on the **Site** unless approved.

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall

expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.6 Documents given to a **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.7 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.9.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, and as to retained percentages, as are contained in this **Contract**.

17.9.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractors** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.9.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and its **Subcontractors** in excess of $50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et. seq.).

17.10 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor,** or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors,** in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally adjusted.

17.11 On **Contracts** where 100% performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.12 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 19. SECURITY DEPOSIT

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.2.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.2.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of this Article 20.3.

20.3.2 Nothing in this article shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the **City** by such beneficiary shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand, and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.5 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.6 The **City** will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the **Work** or otherwise sues the **City** prior to receiving a written notice from the **City** that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the **City** of a demand pursuant to this article, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof, and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) days of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic

and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.2 In the event the **City** determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this article, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this article shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this article shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or his **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this article within the one year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires 100% performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed $500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds $500,000, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work,** up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: From the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), the **Contractor** shall effect and maintain the following types of insurance if and as indicated in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City.**

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall include, without limitation, the following types of coverage: Premises Operations, Products and Completed Operations, Contractual Liability (including the tort liability of another assumed in a contract), Broad Form Property Damage, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured under this policy. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this **Contract** is equal to or greater than Ten Million Dollars ($10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the City of New York as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the City of New York will not be considered knowledge on the part of the City of New York of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the City at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Workers Compensation Insurance and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this Contract (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.5 Builders' Risk Insurance: The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor,** and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.7 Pollution/Environmental Liability Insurance: The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a

result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, suit, or proceedings against the **City** arising from the operations under this **Contract.** Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as provided to the **Contractor** for this **Project.**

22.1.7(a) If such coverage is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract,** and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the **Work** under this **Contract** is completed.

22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The **Contractor** shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this **Contract** including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The **Contractor** shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this **Contract** at or in the vicinity of a designated approved port or yard under this **Contract.** The policy shall provide coverage from the point of acceptance of care custody and control of any **City** vessel. The policy shall provide Bailee Coverage for any **City** vessel in the **Contractor's** care, custody and control and coverage for damage to property of others caused by any **City** vessel in the **Contractor's** care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The **Contractor** shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this **Contract** and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The **Contractor** shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the **City** (together with its officials and employees) as Additional Insured for liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The **Contractor** shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

22.3 Proof of Insurance:

22.3.1 Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract,** except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) **Days** of award. Accord forms are not acceptable proof of workers' compensation coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) **Days** prior to commencement of the **Work.**

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract.** Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the Commissioner, the **Contractor** shall leave all plant, materials, equipment, tools and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The Contractor shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City**'s coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least $2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this article, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the New York State Lien **Law**, or any act of the Legislature of the State of New York, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to **Law**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guarantee are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers or lessees of the premises.

CHAPTER VI
CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Laws** and this **Contract**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Department**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work,** the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the Engineer.

26.1.2 If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on a time and material basis for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is on a time and material basis in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned, necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by PRIMEDIA (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by PRIMEDIA (the "Blue Book"). The reasonable rental value is inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five percent of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty

percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor,** as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Reasonable rental costs of non-**Contractor**-owned necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.7 Workers' compensation insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of workers' compensation insurance shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than workers' compensation insurance; plus

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall

be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted work, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this article that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this article and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This article shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This article shall apply only to disputes about the scope of work delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this article shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this article, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either

party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the disputed presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any other **Contractor** with a **Contract** related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this article. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) days of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief Written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Agency** Response. Within thirty (30) days of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in section 7-201 and 7-203 of the New York City Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) days any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor, Agency** representatives, and any other personnel desired by the **Comptroller.**

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller,** to a maximum of ninety (90) days from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.1.1 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.2 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this article, the **Contractor,** within thirty (30) days thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract

Dispute Resolution Board at OATH's offices with proof of service on the Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency** Response. Within thirty (30) Days of its receipt of the petition by the Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the Corporation Counsel, the Director of the Office of Construction, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Laws and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this article.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this article shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this article.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Extra Work** on a Time and Material Basis ordered by the **Commissioner** under Article 25, or is performing disputed **Work**, or complying with a determination or order under protest in accordance with Articles 27 and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name and number of each Worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this article.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released

from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** or **Comptroller** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** or **Comptroller** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project** to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Resident Engineer**, or any other officer, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII
LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that

employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other Contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor **Law**"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its **Work** force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this article.

36.1.5 The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the Rules and Regulations promulgated thereunder. No **Contract** will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a Collective Bargaining Agreement or other Contract or memorandum of understanding, written

notification of its equal employment opportunity commitments under E.O. 50 and the Rules and Regulations promulgated thereunder; and

36.3.5 Will furnish all information and reports including an Employment Report before the award of the **Contract** which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the Department of Business Services, Division of Labor Services ("**DLS**") and will permit access to its books, records and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the Rules and Regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the **Agency** declaring the **Contractor** to be non-responsible.

The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of $50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in title viii of the Administrative Code (Section 8-101 et. seq.); and

36.5.3 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and days of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor **Law** Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**. Minimum wages shall be the rates fixed by Federal **Law** and regulations.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees, that should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated wage scale as provided in Labor Law Section 220, as amended, or

37.4.1(b) Less than the stipulated minimum hourly wage scale as provided in Labor Law Section 220-d, as amended.

37.4.2 For any breach or violation of either Working Conditions (Article 37.3) and Minimum Wages (Article 37.2.6), the party responsible therefore shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any **Contracts** with the **City** of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the **City**, in addition to damage for any other breach of this **Contract**, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel **Contracts** and enter into other **Contracts** for the completion of the original **Contract**, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this article and Labor **Law** Section 220, may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this article may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor **Law** Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor **Law** and this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered

simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor **Law** Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this article may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Sections 220 and 220-h of the Labor **Law**, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by law to be posted at the **Site**, the **City** notice that this **Project** is a public works **Project** on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began **Work** and the time the employee left **Work**, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the Comptroller upon application by the **Agency**. In the alternative, subject to the approval of the CCPO, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice, to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public work project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, such notice shall also include a statement that, that each worker, laborer or mechanic be certified prior to performing any

Work as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. Worker, laborer or mechanic includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this article, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3.1 The Contractor and each Subcontractor shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 If this **Contract** is for an amount greater than $1,000,000, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than $750,000, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** or **Subcontractor(s)** in default and/or the withholding of payments otherwise due under the **Contract.**

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor **Law**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor **Law** Section 220 and of compliance with the training requirements of Labor law section 220-h set forth in Article 35.2. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law for the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** shall maintain on the **Site** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain pursuant to Labor **Law** Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor and Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Engineer** that this Chapter VIII and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

38.2 When directed by the **Engineer**, the **Contractor** or **Subcontractor** shall provide the **Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** void.

CHAPTER IX
PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the Notice to Proceed, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed

under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once a month, the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor **Law** Section 220-a.

42.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the Bid will be applicable to payments made under this **Contract**. The provisions require the payment to **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) days after receipt of payment by the **City** pursuant to section 43.5 herein, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at a rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with section 756-b (1)(b) of the NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the **Contractor** by the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 When the **Work** in the opinion of the **Commissioner**, has been substantially but not entirely completed, he/she shall issue a certificate of **Substantial Completion**.

44.2 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the **City** and any pending dispute resolution procedures in accord with the **PPB** Rules and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this article, will have waived any such claims.

44.2.2 A **Final Approved Punch List**.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.5 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any and all alleged claims against the **City**, and any pending dispute resolution procedures in accord with the **PPB** Rules and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30.) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article, is entitled to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred from commencing an action for breach of **Contract** under this provision to the extent permitted by **Law** and by the terms of the **Contract** provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in the position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X
CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the Progress Schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made.

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provision of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. 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** certificate of the cost of completion referred to in Article 51, 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 its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

54.4 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

CHAPTER XI
MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any lawsuit, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a Certificate of **Substantial Completion** pursuant to Article 44; except that:

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a Certificate of **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies becomes due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such lawsuit shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall indemnify the **City** against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the **Work**, including all costs and expenses which the **City** shall or may incur or be obligated to pay by reason thereof.

ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICES OF NOTICES

59.1 The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit.

59.2 Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

> 62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, etc., shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or **City** Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, the

Contractor, at the request of the **City**, shall furnish to the **City** such Bills of Sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor** Exempt Purchase Certificates or Resale Certificates from the appropriate governmental **Agency** or **Agencies**, and furnish a **Contractor** Exempt Purchase Certificate or Resale Certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this article shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental **Agency** or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental **Agency** that is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision or

public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental **Agency** that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any **Contract**, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any **Contract**, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City Contracts**, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Agreement**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, **Work** done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its **Contracts**, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another 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 has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

64.2.1(b) For non-cancelable material and equipment, less salvage value, that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of:

64.2.1(b)(i) The direct cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, whichever is less, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to 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 Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000.) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000.) dollars and fifteen million ($15,000,000.) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000.) dollars.

64.2.1(d) In the event the City terminates a lump sum **Contract** pursuant to this article within ninety (90) days after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this article.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Material Contracts or Items: 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 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this article shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the **Contract** price for such items.

64.4 All payments pursuant to this article shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** of New York, State of New York, regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal Court or in New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a Court located other than in the **City** and State of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the **City** and State of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a State Court of competent jurisdiction in the **City**.

65.3 If any provision(s) of this article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other **Agency** of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction **Contract** shall be awarded unless and until these requirements have been complied with in their entirety.

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprise ("LBEs"); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The prime **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBE's on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of **Contract**. Remedy for such breach of **Contract** may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells and transfers to the **City** all right, title and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law** and rules, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another Contractor or Contractors. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. HEALTH INSURANCE COVERAGE

70.1 If the price for which this **Contract** was awarded exceeds $100,000, or if the price for which this **Contract** was awarded when combined with other construction or services contracts awarded the **Contractor** by the **City** in the year prior to award of this **Contract** exceeds $100,000, the **Contractor,** following registration of the **Contract**, shall be required to submit responses to requests for information regarding the nature of any health

insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the **Agency** or other designated **City** agency.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance **Law** ("Finance **Law**"), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance **Law**.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code and the Penal **Law** are applicable under the terms of this **Contract** in relation to Conflicts of Interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The Written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered ONE THRU THREE.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum of: SEE BELOW Dollars, ($ 3,194,745.50), this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**. Three Million One Hundred Ninety Four Thousand, Seven Hundred Forty Five dollars 50/100

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at http://www.nyc.gov/dof) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a

payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

76.2 The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77 – PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission**. The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: _____
Deputy Commissioner

CONTRACTOR: MFM Contracting Corp

By: _____
(Member of Firm or Officer of Corporation)

Title: President

(Where Contractor is a Corporation, add):
Attest:

_____
Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 2nd day of June, 2014 before me personally came Michael Petrillo to me known who, being by me duly sworn did depose and say that he resides at Purchase New York that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified In Queens County
Commission Expires July 15, 2015

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 3rd day of June, 2014 before me personally came Eric MacFarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX DATED
BUDGET DIRECTOR'S CERTIFICATE NO. DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Three Million, One Hundred Ninety Four Thousand, Seven Hundred Forty-Five dollars 50/100

Dollars ($ 3,194,745.50/100)

is chargeable to the fund of the Department of Design and Construction entitled Code

Various

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

Comptroller

Performance Bond #1 (Pages 80 to 83): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

Bond No. SU1126333

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, MFM Contracting Corporation

335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal,"
and, Arch Insurance Company

Three Parkway, Suite 1500, Philadelphia, PA 19102

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Three Million One Hundred Ninety Four Thousand Seven Hundred Forty Five and 50/100 Dollars

($ 3,194,745.50) **Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

GCHP24-01 Green Infrastructure in Hutchinson River Area - Phase I - Borough of the Bronx.

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 80 to 83):. Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled; up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed $100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 80 to 83): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

28th day of May 20 14

(Seal)

MFM Contracting Corporation (L.S.)
Principal

By: _____

(Seal)

Surety

Arch Insurance Company

By: _____
Susan Lupski, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate $14.45/Sliding Scale

Bond Premium Cost $32,227.00

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.

Performance Bond #1 (Pages 80 to 83): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Westchester ss:

On this 2nd day of June, 20 14 before me personally came Michael V Petrillo, to me known, who, being by me duly sworn did depose and say that he/she resides at Purchase, NY 10577; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

DONNA D'ALESSANDRO NOTARY PUBLIC STATE OF NEW YORK NO. 01DA5029895 QUALIFIED IN WESTCHESTER COUNTY COMMISSION EXPIRES 07/09/2014

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____, before me personally came _____, to me known, who, being by me duly sworn did dispose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

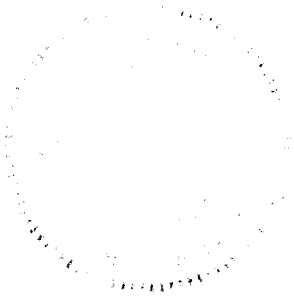
On this _____ day of _____, 20_____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

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 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) certified copy of latest published financial statement of assets and liabilities of Surety.

****

Affix Acknowledgments and Justification of Sureties.



VOID

AIC 0000113332

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Nelly Renchiwich, Rita Saglstano, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 25th day of April, 2014.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 25, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____day of ____MAY 28 2014_____.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ....New York.....} ss
COUNTY OF ...Nassau.....}

On this ..May 28, 2014....., before me personally came.....SUSAN LUPSKI..... to me know, who, being by me duly sworn, did depose and say; that he/she resides in .....NASSAU COUNTY....., State of.....NEW YORK....., that he/she is the Attorney-In-Fact of the .....ARCH INSURANCE COMPANY.....the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to.....ARCH INSURANCE COMPANY.....(Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON
Notary Public, State of New York
Nassau County
Lic. #01AC6111590
Term Expires June 14, 2016

.....
Notary Public

NY acknowledgment

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2013

Assets

Cash in Banks	$ 113,241,149
Bonds owned	1,730,368,149
Stocks	433,238,605
Premiums in course of collection	251,285,768
Accrued interest and other assets	312,730,603
Total Assets	$ 2,840,864,274

Liabilities

Reserve for losses and adjustment expenses	$ 1,200,735,312
Reserve for unearned premiums	307,521,736
Ceded reinsurance premiums payable	105,942,093
Amounts withheld or retained by company for account of others	188,907,409
Reserve for taxes, expenses and other liabilities	301,130,327
Total Liabilities	2,104,236,877
Surplus as regards policyholders	736,627,397
Total Surplus and Liabilities	$ 2,840,864,274

By: _____ Attest: _____

Senior Vice President, Chief Financial Officer and Treasurer

Senior Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2013.

Subscribed and sworn to before me, this 10th day of March, 2014

Notary Public

Allison M. Kelly

ALLISON M. KELLY
Commission # 2411013
Notary Public, State of New Jersey
My Commission Expires
August 03, 2016

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

Bond No. SU1126333

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, MFM Contracting Corporation. 335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal", and Arch Insurance Company Three Parkway, Suite 1500, Philadelphia, PA 19102

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Three Million One Hundred Ninety Four Thousand Seven Hundred Forty Five and 50/100 Dollars

($ 3,194,745.50) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for GCHP24-01 Green Infrastructure in Hutchinson River Area - Phase I - Borough of the Bronx.

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City 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 City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 28th day of May, 2014.

(Seal) MFM Contracting Corporation (L.S.)
Principal
By: [signature]

(Seal) Arch Insurance Company
Surety
By: [signature]
Susan Lupski, Attorney-In-Fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

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.

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:

On this 2nd day of June, 2014, before me personally came Michael V. Petrillo to me known, who, being by me duly sworn did depose and say that he resides at Purchase, N.Y. 10577 that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Donna D'Alesandro
Notary Public or Commissioner of Deeds

DONNA D'ALESANDRO NOTARY PUBLIC NO. 01DA5029895 QUALIFIED IN WESTCHESTER COUNTY COMM. EXP. 07/05/2014 STATE OF NEW YORK

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

_____
Notary Public or Commissioner of Deeds

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 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) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

AIC 0000113329

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Nelly Renchiwich, Rita Sagistano, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 25th day of April, 2014.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 25, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____day of MAY 28 2014, 20_____.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ....New York....} ss
COUNTY OF ...Nassau.....}

On this ..May 28, 2014....., before me personally came..SUSAN LUPSKI..... to me know, who, being by me duly sworn, did depose and say; that he/she resides in ..NASSAU COUNTY....., State of..NEW YORK....., that he/she is the Attorney-In-Fact of the ...ARCH INSURANCE COMPANY.....the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to..ARCH INSURANCE COMPANY.....(Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON
Notary Public, State of New York
Nassau County
Lic. #01AC6111590
Term Expires June 14, 2016

.....
Notary Public

NY acknowledgment

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2013

Assets

Cash in Banks	$ 113,241,149
Bonds owned	1,730,368,149
Stocks	433,238,605
Premiums in course of collection	251,285,768
Accrued interest and other assets	312,730,603
Total Assets	$ 2,840,864,274

Liabilities

Reserve for losses and adjustment expenses	$ 1,200,735,312
Reserve for unearned premiums	307,521,736
Ceded reinsurance premiums payable	105,942,093
Amounts withheld or retained by company for account of others	188,907,409
Reserve for taxes, expenses and other liabilities	301,130,327
Total Liabilities	2,104,236,877
Surplus as regards policyholders	736,627,397
Total Surplus and Liabilities	$ 2,840,864,274

By: _____ Attest: _____

Senior Vice President, Chief Financial Officer and Treasurer

Senior Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2013.

Subscribed and sworn to before me, this 10th day of March, 2014

Notary Public

Allison M. Kelly

ALLISON M. KELLY
Commission # 2411013
Notary Public, State of New Jersey
My Commission Expires
August 03, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Suite 700
Uniondale NY 11553

CONTACT NAME: Matthew Snow
PHONE (A/C, No, Ext): 516-8900 **FAX (A/C, No):** 877-308-1070
E-MAIL ADDRESS: Msnow@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Chubb Indemnity Insurance Company	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MFM Contracting Corp.
335 Center Avenue
Mamaroneck NY 10543
MFMCONTR

COVERAGES **CERTIFICATE NUMBER:** 880743936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			SISINRG00059413	8/13/2013	8/13/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$3,000,000 $50,000 $5,000 $3,000,000 $6,000,000 $6,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SISIPCA08240413	8/13/2013	8/13/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			SISIXNR01052413	8/13/2013	8/13/2014	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		004472744401	1/1/2014	8/13/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Green Infrastructure in Hutchinson River Area - Phase I, Project #GCHP24-01/8502014SE0002C. City of New York including its officials and employees and the New York City Department of Design and Construction are included as Additional Insureds as required by written contract.

CERTIFICATE HOLDER

New York City Department of Design & Construction
30-30 Thomson Avenue
Long Island City NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART II. BROKER'S CERTIFICATION

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

Alliant Insurance Services, Inc.
[Name of broker (typewritten)]

333 Earle Ovington Blvd, Suite 700, Uniondale, NY 11553
[Address of broker (typewritten)]

[Signature of authorized official or broker]

Brian Klein
[Name and title of authorized official (typewritten)]

Sworn to before me this
30th day of May, 2014

Kristen Banta
NOTARY PUBLIC

Kristen M. Banta
Notary Public, State of New York
No. 01BA6106389
Qualified in Nassau County
Term Expires March 1, 2015

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) MFM Contracting Corp. 335 Center Avenue Mamaroneck, NY 10543 **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** 914-777-8292 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 13-41305805
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101	**3a. Name of Insurance Carrier** Chubb Indemnity Insurance Company **3b. Policy Number of entity listed in box "1a"** 004472744401 **3c. Policy effective period** 01/01/2014 to 8/13/2014 **3d. The Proprietor, Partners or Executive Officers are** ☑ **included.** **(Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Brian Klein
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 5/30/2014
(Signature) (Date)

Title: Account Executive, Alliant Insurance Services

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

CODE	CLASSIFICATION
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

CODE	CLASSIFICATION
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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ASBESTOS HANDLER
(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.90
Supplemental Benefit Rate per Hour: $15.05

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $38.44

Blaster (Hydraulic)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.17
Supplemental Benefit Rate per Hour: $38.44

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.04
Supplemental Benefit Rate per Hour: $38.44

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.30
Supplemental Benefit Rate per Hour: $38.44

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.32
Supplemental Benefit Rate per Hour: $38.44

Blaster - Powder Carriers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $34.66
Supplemental Benefit Rate per Hour: $38.44

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $38.44

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.75
Supplemental Benefit Rate per Hour: $38.44

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $19.76
Supplemental Benefit Rate per Hour: $38.44

Overtime Description

Magazine Keepers:
Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:
Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $49.47
Supplemental Benefit Rate per Hour: $39.78
Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - $59.08; For double overtime - $78.37.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: $50.45
Supplemental Benefit Rate per Hour: $41.31
Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - $61.37; For double overtime - $81.43.

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents ($0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents ($0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.44
Supplemental Benefit Rate per Hour: $27.53

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $48.08
Supplemental Benefit Rate per Hour: $41.10

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2013 - 7/17/2013
Wage Rate per Hour: $46.74
Supplemental Benefit Rate per Hour: $42.37

Effective Period: 7/18/2013 - 6/30/2014
Wage Rate per Hour: $46.82
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.33
Supplemental Benefit Rate per Hour: $26.17
Supplemental Note: $28.92 on Saturdays; $31.67 on Sundays & Holidays

Overtime Description
Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.63
Supplemental Benefit Rate per Hour: $39.05
Supplemental Note: Overtime supplemental benefit rate per hour: $57.55

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.44
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.74
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.88
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: $19.75

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents ($0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $43.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $31.32

Overtime Description
The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct $1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $59.40

Supplemental Benefit Rate per Hour: $44.97

Diver Tender (Marine)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.05
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.82
Supplemental Benefit Rate per Hour: $44.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work, commencing between 5:00 P.M. and 11:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid 113% of the straight time hourly wage and the straight time supplemental benefits.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.11
Supplemental Benefit Rate per Hour: $40.20

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.61
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $57.16; for double time overtime Wage Rate - $76.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.67
Supplemental Benefit Rate per Hour: $40.20

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.11
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $58.01; for double time overtime Wage Rate - $77.34

Driver - Boom Truck

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.36
Supplemental Benefit Rate per Hour: $40.20
Note: For time and one half overtime Wage Rate - $58.01; for double time overtime Wage Rate - $77.34

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: $35.71
Supplemental Benefit Rate per Hour: $37.27

Overtime Description
For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN
(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.54

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $78.00
Supplemental Benefit Rate per Hour: $49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Electrician "A" (Day Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.54

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $78.00
Supplemental Benefit Rate per Hour: $49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $50.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $61.01
Supplemental Benefit Rate per Hour: $52.47

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $62.19
Supplemental Benefit Rate per Hour: $54.07

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $91.52
Supplemental Benefit Rate per Hour: $56.30

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $93.29
Supplemental Benefit Rate per Hour: $57.97

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $68.34
Supplemental Benefit Rate per Hour: $57.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $69.66
Supplemental Benefit Rate per Hour: $59.59

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $102.51
Supplemental Benefit Rate per Hour: $62.11

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $104.49
Supplemental Benefit Rate per Hour: $63.96

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $19.56
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $25.80
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $19.21
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $22.00
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $17.30

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $27.00
Supplemental Benefit Rate per Hour: $20.32
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $26.30
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $19.96
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $22.50
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.06

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $39.75
Supplemental Benefit Rate per Hour: $21.23
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $38.70
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $20.83
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $33.00
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $18.68

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $21.01
First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: $39.45
First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: $21.61
First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: $33.75
First and Second Year "M" Supplemental Rate- Hired after 5/10/07: $19.47

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.40
Supplemental Benefit Rate per Hour: $13.90
Supplemental Note: $12.40 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $47.90

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $49.34

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $39.42
Supplemental Benefit Rate per Hour: $36.46

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $40.18
Supplemental Benefit Rate per Hour: $37.73

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: $33.75
Supplemental Benefit Rate per Hour: $32.83

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $34.00

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.01
Supplemental Benefit Rate per Hour: $34.48

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.14
Supplemental Benefit Rate per Hour: $33.02

Overtime Description
For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $61.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $59.24
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.78

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $56.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $58.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $77.30
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.11
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.22
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.15

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.97
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.05
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.43
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $85.49

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $40.84
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime
Shift Wage Rate: $65.34

Overtime Description
On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $54.04
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.10
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.40
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.31
Supplemental Benefit Rate per Hour: $31.93
Supplemental Note: $57.46 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.55
Supplemental Benefit Rate per Hour: $17.65

Instrument Person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $29.41
Supplemental Benefit Rate per Hour: $17.65

Rodperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.54
Supplemental Benefit Rate per Hour: $17.65

Overtime Description

Overtime Benefit Rate - $23.63 per hour (time & one half) $29.95 per hour (double time).
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $55.40
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.10
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.96
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime Benefit Rate - $42.73 per hour (time & one half) $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $62.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.61
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $58.50
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.53
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $30.43
Supplemental Benefit Rate per Hour: $30.62
Supplemental Note: Overtime benefit rate - $42.73 per hour (time & one half), $54.84 per hour (double time).

Overtime Description
Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $67.70
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.10
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: 51.75 overtime hours
Shift Wage Rate: $112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $72.34
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $113.01

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $69.23
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $110.77

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.08
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $84.93

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.18
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $62.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $100.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.46
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $91.94

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.63
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $66.45
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $106.32

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $64.34
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $102.94

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $61.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $98.45

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.44
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $66.30

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $58.74
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $93.98

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $59.21
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $94.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $85.00
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $136.00

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $105.22

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $64.04
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $102.46

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $54.17
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.32
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.76
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $56.16
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $73.37
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $117.39

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $70.50
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.84
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.85
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
Shift Wage Rate: $63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $57.82
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.28
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $65.83
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $69.74
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $64.26
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $63.58
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $50.53
Supplemental Benefit Rate per Hour: $28.60
Supplemental Note: $51.75 overtime hours
For New House Car projects started after 7/1/11 only: Wage Rate per Hour $40.31

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER
(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.15
Supplemental Benefit Rate per Hour: $38.50

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $33.24
Supplemental Note: Supplemental Benefit Overtime Rate: $41.24

Effective Period: 11/1/2013 - 6/30/2014
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $34.09
Supplemental Note: Supplemental Benefit Overtime Rate: $42.59

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $18.54

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $19.04

Overtime
Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $56.48
Supplemental Benefit Rate per Hour: $33.31

Overtime Description
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of $1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $34.01
Supplemental Benefit Rate per Hour: $25.14

House Wrecker - Tier B

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.75
Supplemental Benefit Rate per Hour: $18.62

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.30
Supplemental Benefit Rate per Hour: $43.54
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $46.75
Supplemental Benefit Rate per Hour: $62.48
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.25
Supplemental Benefit Rate per Hour: $33.25

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper (up to 3 years experience)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: $20.75
Supplemental Benefit Rate per Hour: $12.30

Groundperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.75
Supplemental Benefit Rate per Hour: $12.30

Tree Remover / Pruner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $29.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $12.30

Watering - Plant Maintainer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.25
Supplemental Benefit Rate per Hour: $12.30

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $49.19
Supplemental Benefit Rate per Hour: $32.24

Marble Finisher

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.05
Supplemental Benefit Rate per Hour: $31.43

Marble Polisher

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $34.73
Supplemental Benefit Rate per Hour: $24.60

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

ocal #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $25.74

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $34.07

Supplemental Benefit Rate per Hour: $19.77

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.27
Supplemental Benefit Rate per Hour: $14.08

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.43
Supplemental Benefit Rate per Hour: $40.15
Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description
Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars ($12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $47.69
Supplemental Benefit Rate per Hour: $48.87

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.39
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $37.50
Supplemental Benefit Rate per Hour: $25.62
Supplemental Note: $30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $39.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $25.62
Supplemental Note: $30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $26.12
Supplemental Note: $30.75 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.15
Supplemental Benefit Rate per Hour: $9.66

Journeyperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.62
Supplemental Benefit Rate per Hour: $9.66

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $11.62
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $37.00
Supplemental Benefit Rate per Hour: $11.62
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation
Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service

receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $32.08

Painter - Power Tool

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $32.08

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $41.08
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.54
Supplemental Benefit Rate per Hour: $33.55

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation

and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.67
Supplemental Benefit Rate per Hour: $33.55

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.12
Supplemental Benefit Rate per Hour: $33.55

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $44.61
Supplemental Benefit Rate per Hour: $33.55

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.32
Supplemental Benefit Rate per Hour: $33.55

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $41.13
Supplemental Benefit Rate per Hour: $24.95

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $25.74

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.76
Supplemental Benefit Rate per Hour: $37.19
Supplemental Note: Overtime supplemental benefit rate per hour: $74.10

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $16.93

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $37.11
Supplemental Benefit Rate per Hour: $25.56

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
(Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $53.01
Supplemental Benefit Rate per Hour: $31.86

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.41
Supplemental Benefit Rate per Hour: $23.29

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $27.37

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.41
Supplemental Benefit Rate per Hour: $23.29

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.96
Supplemental Benefit Rate per Hour: $43.19
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.77
Supplemental Benefit Rate per Hour: $43.19

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2013 - 7/31/2013
Wage Rate per Hour: $41.28
Supplemental Benefit Rate per Hour: $22.88
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014
Wage Rate per Hour: $40.78
Supplemental Benefit Rate per Hour: $23.38
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.80
Supplemental Benefit Rate per Hour: $42.17

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $52.50

Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Overtime
Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed $15,000,000 and for fire protection/sprinkler public works contracts not to exceed $1,500,000.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.30
Supplemental Benefit Rate per Hour: $11.76

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $29.82
Supplemental Benefit Rate per Hour: $10.71

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.71
Supplemental Benefit Rate per Hour: $9.80

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $21.21
Supplemental Benefit Rate per Hour: $9.12

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $17.60
Supplemental Benefit Rate per Hour: $8.50

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.95
Supplemental Benefit Rate per Hour: $7.90

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $47.72
Supplemental Benefit Rate per Hour: $35.28

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: $44.32
Supplemental Benefit Rate per Hour: $21.66

Effective Period: 1/1/2014 - 6/24/2014

Wage Rate per Hour: $44.82
Supplemental Benefit Rate per Hour: $21.66

Effective Period: 6/25/2014 - 6/30/2014
Wage Rate per Hour: $45.32
Supplemental Benefit Rate per Hour: $21.66

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER (Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.94
Supplemental Benefit Rate per Hour: $13.19
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $12.64 for Staten Island only.

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.49
Supplemental Benefit Rate per Hour: $27.40

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $31.44

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $42.63
Supplemental Benefit Rate per Hour: $44.54

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work, commencing between 5:00 P.M. and 11:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid 113% of the straight time hourly wage and the straight time supplemental benefits.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $54.20
Supplemental Benefit Rate per Hour: $48.20

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $52.31
Supplemental Benefit Rate per Hour: $46.59

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.35
Supplemental Benefit Rate per Hour: $45.78

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $50.42
Supplemental Benefit Rate per Hour: $44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $50.42
Supplemental Benefit Rate per Hour: $44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $43.94
Supplemental Benefit Rate per Hour: $42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $51.72
Supplemental Benefit Rate per Hour: $46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $49.48
Supplemental Benefit Rate per Hour: $44.06

All Others (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.73
Supplemental Benefit Rate per Hour: $40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $39.58
Supplemental Benefit Rate per Hour: $35.25

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

(NO TEXT ON THIS PAGE)

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $15.05

(Local #78)

BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.75

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.33

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.91

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.91

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 80% of Journeyperson's rat
Supplemental Benefit Rate Per Hour: $33.49

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rat
Supplemental Benefit Rate Per Hour: $34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.05

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.63

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.20

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.65

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: $16.60

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69
Effective 7/18/13 - Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69
Effective 7/18/13 - Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69
Effective 7/18/13 - Supplemental Benefit Rate Per Hour: $30.29

Carpenter (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69
Effective 7/18/13 - Supplemental Benefit Rate Per Hour: $30.29

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.29

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $15.25
Supplemental Benefit Rate per Hour: $12.26
Overtime Wage Rate Per Hour: $22.88
Overtime Supplemental Rate Per Hour: $13.26

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $15.25
Supplemental Benefit Rate per Hour: $12.51
Overtime Wage Rate Per Hour: $22.88
Overtime Supplemental Rate Per Hour: $13.51

Electrician (First Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $12.50
Supplemental Benefit Rate per Hour: $10.86
Overtime Wage Rate Per Hour: $18.75
Overtime Supplemental Rate Per Hour: $11.68

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $12.50
Supplemental Benefit Rate per Hour: $11.11
Overtime Wage Rate Per Hour: $18.75
Overtime Supplemental Rate Per Hour: $11.93

Electrician (Second Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $18.05
Supplemental Benefit Rate per Hour: $13.68
Overtime Wage Rate Per Hour: $27.08
Overtime Supplemental Rate Per Hour: $14.87

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $18.05
Supplemental Benefit Rate per Hour: $13.93
Overtime Wage Rate Per Hour: $27.08
Overtime Supplemental Rate Per Hour: $15.12

Electrician (Second Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $11.88
Overtime Wage Rate Per Hour: $21.75
Overtime Supplemental Rate Per Hour: $12.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $14.50
Supplemental Benefit Rate per Hour: $12.13
Overtime Wage Rate Per Hour: $21.75
Overtime Supplemental Rate Per Hour: $13.08

Electrician (Third Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $20.15
Supplemental Benefit Rate per Hour: $14.75
Overtime Wage Rate Per Hour: $30.23
Overtime Supplemental Rate Per Hour: $16.08

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $20.15
Supplemental Benefit Rate per Hour: $15.00
Overtime Wage Rate Per Hour: $30.23
Overtime Supplemental Rate Per Hour: $16.33

Electrician (Third Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $12.89
Overtime Wage Rate Per Hour: $24.75
Overtime Supplemental Rate Per Hour: $13.98

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $16.50
Supplemental Benefit Rate per Hour: $13.14
Overtime Wage Rate Per Hour: $24.75
Overtime Supplemental Rate Per Hour: $14.23

Electrician (Fourth Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $22.10
Supplemental Benefit Rate per Hour: $15.74
Overtime Wage Rate Per Hour: $33.15
Overtime Supplemental Rate Per Hour: $17.20

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $22.10
Supplemental Benefit Rate per Hour: $15.99
Overtime Wage Rate Per Hour: $33.15
Overtime Supplemental Rate Per Hour: $17.45

Electrician (Fourth Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $13.91
Overtime Wage Rate Per Hour: $27.75
Overtime Supplemental Rate Per Hour: $15.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $14.16
Overtime Wage Rate Per Hour: $27.75
Overtime Supplemental Rate Per Hour: $15.38

Electrician (Fifth Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $25.80
Supplemental Benefit Rate per Hour: $19.21
Overtime Wage Rate Per Hour: $38.70
Overtime Supplemental Rate Per Hour: $20.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $26.30
Supplemental Benefit Rate per Hour: $19.96
Overtime Wage Rate Per Hour: $39.45
Overtime Supplemental Rate Per Hour: $21.61

Electrician (Fifth Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $17.30
Overtime Wage Rate Per Hour: $33.00
Overtime Supplemental Rate Per Hour: $18.68

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.05
Overtime Wage Rate Per Hour: $33.75
Overtime Supplemental Rate Per Hour: $19.46

Overtime Description

For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $30.84

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $29.74

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.49
Supplemental Benefit Rate per Hour: $20.68

Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $20.68

Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.92
Supplemental Benefit Rate per Hour: $20.68

Engineer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $33.73
Supplemental Benefit Rate per Hour: $20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.60

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $11.97

Glazier (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $21.13

Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $23.54

Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $28.34

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.36
Supplemental Benefit Rate per Hour: $16.35

House Wrecker - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $21.46
Supplemental Benefit Rate per Hour: $16.35

House Wrecker - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.01
Supplemental Benefit Rate per Hour: $16.35

House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.36
Supplemental Benefit Rate per Hour: $16.35

(Local #79)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $35.78

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $36.75

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $37.72

Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $39.66

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Rate Per Hour: $42.57

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.84

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $34.81

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $35.78

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $37.72

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $39.66

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.48
Supplemental Benefit Rate per Hour: $43.87

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.08
Supplemental Benefit Rate per Hour: $43.87

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.68
Supplemental Benefit Rate per Hour: $43.87

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $33.25

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.63
Supplemental Benefit Rate per Hour: $17.06

Mason Tender - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $21.73
Supplemental Benefit Rate per Hour: $17.06

Mason Tender - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $23.33
Supplemental Benefit Rate per Hour: $17.06

Mason Tender - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.93
Supplemental Benefit Rate per Hour: $17.06

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $28.11
Supplemental Benefit Rate per Hour: $22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.71
Supplemental Benefit Rate per Hour: $24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $17.71
Supplemental Benefit Rate per Hour: $19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.81
Supplemental Benefit Rate per Hour: $19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.91
Supplemental Benefit Rate per Hour: $19.85

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $26.23
Supplemental Benefit Rate per Hour: $31.51

Millwright (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $31.00
Supplemental Benefit Rate per Hour: $34.77

Millwright (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $35.77
Supplemental Benefit Rate per Hour: $39.19

Millwright (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $45.30

Supplemental Benefit Rate per Hour: $44.63

(Local #740)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $26.19
Supplemental Benefit Rate per Hour: $16.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.77
Supplemental Benefit Rate per Hour: $16.20

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $15.00
Supplemental Benefit Rate per Hour: $11.38

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $15.80
Supplemental Benefit Rate per Hour: $11.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $18.75
Supplemental Benefit Rate per Hour: $15.23

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $19.75
Supplemental Benefit Rate per Hour: $15.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.14

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $23.70
Supplemental Benefit Rate per Hour: $18.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $23.52

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: $31.60
Supplemental Benefit Rate per Hour: $24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $12.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $13.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $15.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $16.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $18.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $19.54

(Local #530)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $2.96

Plumber - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $17.96
Supplemental Benefit Rate per Hour: $16.25

Plumber - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.06
Supplemental Benefit Rate per Hour: $16.25

Plumber - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $22.91
Supplemental Benefit Rate per Hour: $16.25

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $24.31
Supplemental Benefit Rate per Hour: $16.25

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $36.38
Supplemental Benefit Rate per Hour: $16.25

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $3.64

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $27.25
Supplemental Benefit Rate per Hour: $8.59

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.23
Supplemental Benefit Rate per Hour: $11.34

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $38.66
Supplemental Benefit Rate per Hour: $11.34

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 30% of Journeyperson's rate
Supplemental Rate Per Hour: $15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $21.87

Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $27.47

Sheet Metal Worker - Fifth Year(2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $31.23

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $6.75

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

(Local #137)

STEAMFITTER
Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: $30.04

Timberperson - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

Timberperson - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $30.04

(Local #1536)

(NO TEXT ON THIS PAGE)

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $15.62
Supplemental Benefit Rate per Hour: $1.72

Cafeteria Attendant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.48
Supplemental Benefit Rate per Hour: $1.72

Counter Attendant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $9.95
Supplemental Benefit Rate per Hour: $1.72

Kitchen Helper / Dishwasher

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $9.60
Supplemental Benefit Rate per Hour: $1.72

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

HOMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.
For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.
For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $32.83
Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $11.50
Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.86
Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $21.23
Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $16.21
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $14.88
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $18.66
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: None

Overtime
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To *Agency Chief Contracting Officers*

From: *Leonard A. Mancusi*

Re: *Security at Construction Sites*

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

MFM Contracting Corp.
Contractor.
85014B0061001/85D2014STO002C

Dated June 3, , 20 14

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

JP
11-27-13

Acting Corporation Counsel

Dated November 27, 20 13

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

LAW

VOLUME 3 OF 3

SCHEDULE A
ADDENDA NO. 1

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE

OCTOBER 24, 2013

14-047

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010
2. New York City Standard Highway Details of Construction, July 1, 2010
3. New York City Division of Street Lighting Specifications
4. New York City Division of Street Lighting Standard Drawings
5. New York City Standard Specifications for Traffic Signals
6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated March 2012
4. Standards for Green Infrastructure, latest version, is only available on-line at: http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.
Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.
Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

SCHEDULE A

REFERENCE	ITEM	REQUIREMENTS
Section 26 Information for Bidders	Bid Security	See Attachment 1 (page A-1 of the Bid Booklet).
	Performance Security Payment Security	See Attachment 1 (page A-1 of the Bid Booklet).
Article 14 Contract	Date for Substantial Completion	See Page SA-2
Article 15 Contract	Liquidated Damages	For Each Consecutive Calendar Day Over the Completion Time as set forth for each Task Order (See Special Provisions, paragraph H in Addendum No. 1): $900.00
Article 17 Contract	Subcontracts	Not to Exceed 50% of Contract Price
Article 24 Contract	Deposit as Guarantee	Percent of Contract Price 1%
	Maintenance Period	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet
Section 6.40 Standard Highway Specifications	Liquidated Damages For Engineer's Field Office	For Each Calendar Day of Deficiency $250.00 If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: $250.00 For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: $500.00

Section 7.13 Standard Highway Specifications	Liquidated Damages For Maintenance of Site	For Each Calendar Day, For Each Occurrence: $250.00
	If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.	

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 270 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

√ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	$3,000,000 per occurrence $6,000,000 aggregate (applicable separately to this **Project**) Additional Insureds: 1. City of New York, including its officials and employees.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.3 ☐ Jones Act Art. 22.1.4 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.4	Workers' Compensation: Statutory per New York State law without regard to jurisdiction Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction Employers' Liability: $2,000,000 each accident ☐ Additional Requirements: (1) Two (2) certificates of such insurance or authority for self-insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004
☐ Builders' Risk Art. 22.1.5	_____ % of total value of **Work** City of New York and the **Contractor** named as Loss Payee for the **Work** in order of precedence, as their interests may appear

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Comprehensive Business Auto Coverage Art. 22.1.6	$2,000,000 per accident If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90. Additional Insureds: (1) City of New York, including its officials and employees.
☐ Pollution/Environmental Liability Art. 22.1.7	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.8(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Ship Repairers Legal Liability Art. 22.1.8(b)	$_____ each occurrence [Contracting agency to fill in total value of City vessels involved]
☐ Collision Liability/Towers Liability Art. 22.1.8(c)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.8(d)	$_____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
[OTHER] Art. 22.1.9 ☐ Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.	$2,000,000 per occurrence $6,000,000 annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, the City of New York (as Owner) and all other indemnified parties.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

<table>
<tr><th>Types of Insurance
(per Article 22 in its entirety, including listed paragraph)</th><th>Minimum Limits and Special Conditions</th></tr>
<tr><td colspan="2">[OTHER] Art. 22.1.9

☐ Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</td></tr>
<tr><td>[OTHER] Art. 22.1.9

■ Engineer's Field Office

Section 6.40, Standard Highway Specifications</td><td>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of $40,000</td></tr>
</table>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART II. BROKER'S CERTIFICATION

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Signature of authorized official or broker]

_____
[Name and title of authorized official (typewritten)]

Sworn to before me this
_____ day of _____, 200_

_____
NOTARY PUBLIC

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART III. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: September 4, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Section 6.44 PO.
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**
   Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
   Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety:
   Substitute the following revised **Subsection 4.16.5.(B):**

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT;**
Delete the first three (3) paragraphs on page 219:
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS;**
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, **Subsection 4.11.2.(B), first paragraph, sixth line;**
Delete the word "porcelain,".

8. Refer to Page 201, **Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;**
Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN AGGREGATE (RPA):**

"(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchyk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material."

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING, first four paragraphs;**
Delete the first four paragraphs under Subsection 4.13.4.(H), in their entirety;
Substitute the following revised four paragraphs:

"Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

'Commercial Gray': In commercial districts C4–4 through C4–7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield 'Landmarks Grey' K-157-4; L.M. Scofield 'Cool Black No. 4'; Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 05-24-2013]

11. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, second paragraph;
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;
Change the words "Concrete of Type IA and IIA shall have . . ." to read "Concrete of Type IA, IIA and IIIA shall have . . ."

[Added 09-04-2013]

14. Refer to page 100, **Subsection 3.01.3.(C)1.(c)**;
Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix . . .";
Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."

15. Refer to page 110, **Subsection 3.05.2.(A)**, **Table 3.05-I**;
Insert the following text at the bottom of **Table 3.05-I**:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

16. Refer to page 112, **Subsection 3.05.3.(C)**, second paragraph;
Delete the second paragraph in its entirety;
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words "condition making up one (1) cubic yard of concrete.";
Insert the following sentence between the words "condition making up one (1) cubic yard of concrete." and "The range of water-cement ratio within which the . . .":

"The calculated yield of the mix shall be within ± 2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The Contractor may substitute Portland cement . . .";
Delete the second paragraph under **Subsection 3.05.4.**, in its entirety;
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;
Change in the third row, second column, the type of Portland Cement from "Type III*" to read "Type II or Type III*"

20. Refer to page 132, **Subsection 3.06.3.(D)**;
Change the words "Water shall be drawn from mains owned by The City of New York." to read "Water shall be potable and drawn from municipal water mains."

21. Refer to page 133, **Subsection 3.07.3.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The City of New York." to read "Water shall be potable and drawn from municipal water mains."

22. Refer to page 134, **Subsection 3.08.4.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The City of New York." to read "Water shall be potable and drawn from municipal water mains."

23. Refer to Page 166, **Subsection 4.05.2.(A)**;
Delete **Subsection 4.05.2.(A)**, in their entirety;
Substitute the following revised **Subsection 4.05.2.(A)**:

"(A) Concrete Pavement shall be of the following types:

Type 1--Non-reinforced
Type 2--Reinforced (Unpigmented or pigmented if specified)
Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

24. Refer to Page 166, **Subsection 4.05.3.(A)**;
Insert the following new **Subsection 4.05.3.(A1)**:

"(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, **Subsection 4.05.5.(A) GENERAL**;
Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4th line; Insert in the fourth line, the words "pigment when specified" between the words "specifications, including, but not limited to," and "furnishing and installing ...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER;** Insert the following two new Items to the list of Item Nos. at the bottom of **Subsection 4.05.9**:

"4.05 ACP	REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED)	C.Y.
4.05 AXP	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED)	C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**
Delete the text under **Subsections (a), (b), (c), (d),** (h), (i), and (m), in their entirety;
Substitute the following revised text:

"(a)	Make and Model:	Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
(b)	Processor:	i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
(c)	System Ram:	Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
(d)	Hard Disk Drive(s):	500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
"(h)	Video Display Card:	HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
(i)	Monitor:	22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
"(m)	Software Requirements:	Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**
Delete the text under **Subsection (b),** which begins with the words "(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;
Substitute the following revised text:

"(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;
Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;
Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1

5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumins, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, **Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;
Delete the text under **Subsections (g) and (k),** in their entirety;
Substitute the following revised text:

"(g)	I/O Ports:	Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
(k)	Network Interface:	Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;
Delete the text under **Subsection (a),** in its entirety;
Substitute the following revised text:

"(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Upload Speeds (*Minimum*)**
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;
   Delete the text under **Subsection (b)**, in its entirety;
   Substitute the following words: "**(b) (No Text).**"

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
    Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
    Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1

[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 - Rodent and Waterbug Pest Control**;
    Delete **Section 7.88,** in its entirety;
    Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. Refer to Page 394, Subsection 6.52.3. METHODS;
    Insert the following new sentence to the end of the third paragraph:

"However, on Federally Funded Projects all uniformed full-time flagpersons paid under this item, irrespective of where they are used in Examples #1 and #2, shall be deemed to be Laborers and shall not be paid less than the highest minimum hourly rate as set forth by Federal, State or City laws."

SECTION 7.88 (Revised)
Rodent and Waterbug Pest Control

7.88.1. DESCRIPTION. The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

7.88.2. MATERIALS. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

7.88.3. PERSONNEL. The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

7.88.4. METHODS. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

[Added 05-24-2013]

13. Refer to Page 366, **Subsection 6.40.2.(C)(c)(1)(m) Software Requirements**, as modified by Article 1 on page A1-2;
Delete the text under **Subsection (m)**, in its entirety;
Substitute the following revised text:

"(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer."

[Added 09-04-2013]

14. Refer to Page 384, the end of **Section 6.44 – White and Yellow Thermoplastic Reflectorized Pavement Markings**;
Insert new **SECTION 6.44 PO**, after **Section 6.44**, as contained on the following pages A1-2k through A1-2m.

SECTION 6.44 PO
Lane Pavement Overlay

6.44PO.1. DESCRIPTION. This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

6.44PO.2. REFERENCES.

A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
E. ASTM D-2486 MEK rub test for chemical resistance.
F. ASTM D-570 Standard Test Method for water absorption of plastics.
G. ASTM E-303 British Pendulum test for friction.
H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

6.44PO.3. SUBMITTALS.

A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
B. Written and published specification for the application of the selected asphalt pavement coating.
C. Confirmation of coating color.
D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	 < 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green $\Delta E < 1.5$
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc.
1509 S. Kaufman Street
Ennis, TX 75119

Integrated Pavement Concepts, Inc.
102-17957 55th Avenue
Surrey, BC Canada V3S 6C4

Crafco, Inc.
420 N. Roosevelt Avenue
Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

6.44PO.6. MEASUREMENT. The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

6.44PO.7. PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

(NO TEXT ON THIS PAGE)

3. NEW SECTIONS

SECTION 4.07 GI-BA
Reset Granite Curb

4.07GI-BA.1. INTENT. This section describes the resetting of existing Granite Curb.

4.07GI-BA.2. DESCRIPTION. Under this section the Contractor shall reset existing granite curb, where directed, with concrete cradle, unless otherwise specified.

4.07GI-BA.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.07 BA in Section 4.07 of the Standard Highway Specifications, with the following modifications and additions:

Bioswale inlets and outlets shall be constructed as per the Standards for Green Infrastructure drawings to provide a zero reveal in the existing granite curb by:

a) cutting out a portion of the curb;
b) lowering the curb;
c) cutting and resetting the curb; or
d) any combination of the above.

Existing granite curb, where directed, shall be recut and refinished, and reset with concrete cradle. The Contractor may recut and/or refinish existing granite curb in place, where approved by the Engineer. In that case, the curb shall be saw cut at 3/4"± intervals, perpendicular to the top or face of curb to the required depth; the remaining granite shall be removed as necessary by chisel cutting or other approved method; and then the Contractor shall grind and refinish the top of curb to the desired slope and elevation, providing a true, neat plane surface.

Shop cutting will be permitted, however the cost of any temporary or permanent roadway restoration required due to the removal of curb shall be deemed included in the price bid for this item.

All edges shall butt flush with not more than 1/8" gap per joint.

4.07GI-BA.4. MEASUREMENT. The quantity to be measured for payment shall be the length of reset granite curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.07GI-BA.5. PRICE TO COVER. The contract price per linear foot of Reset Granite Curb with concrete cradle shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to reset existing granite curb complete in place, in full compliance with

the requirements of the specifications, and to maintain the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of one (1') foot width of full depth roadway pavement along the curb line and an additional one (1') foot width of existing asphaltic concrete wearing course where there are no adjacent concrete aprons or precast porous concrete pavers to be installed, and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications, unless otherwise provided for under other contract Items.

Restoration of pavement removed beyond the above defined limits, or specified to be removed and restored under other contract items, shall be done by the Contractor at no additional cost to The City.

Also, price includes, but is not limited to, cutting and dressing existing curb, removal and disposal of excess excavated materials and debris, and the restoration of roadway adjacent to reset curb, as required.

If the Contractor damages any existing curb during removal, resetting, cutting, handling, or chipping, it shall be replaced, in kind, at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.07 GI-BA	RESET GRANITE CURB	L.F.

SECTION 4.07 GI
New Granite Curb

4.07GI.1. INTENT. This section describes construction of New Granite Curb.

4.07GI.2. DESCRIPTION. Curb shall be Granite with concrete cradle, unless otherwise specified.

4.07GI.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item Nos. 4.07 CB and 4.07 CD in Section 4.07 of the Standard Highway Specifications, with the following modifications and additions:

Granite curb shall be Type 1, Class A, cut and dressed. All exposed surfaces shall have a thermal finish. The Contractor shall be required to furnish shop drawings of his proposed curb, including depressed curb details for the approval of the Engineer.

4.07GI.4. MEASUREMENT. The quantity to be measured for payment shall be the length of each type of new granite curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.07GI.5. PRICES TO COVER. The contract price per linear foot of each type of New Granite Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb of the type specified complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of one (1') foot width of full depth roadway pavement along the curb line and an additional one (1') foot width of existing asphaltic concrete wearing course where there are no adjacent concrete aprons or precast porous concrete pavers to be installed, and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications, unless otherwise provided for under other contract Items.

Restoration of pavement removed beyond the above defined limits, or specified to be removed and restored under other contract items, shall be done by the Contractor at no additional cost to The City.

Payment will be made under:

Item No.	Item	Pay Unit
4.07 GI-CB	NEW GRANITE CURB, STRAIGHT	L.F.
4.07 GI-CD	NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION	L.F.

SECTION 4.08 GI-AA
Concrete Curb (18" Deep)

4.08GI-AA.1. INTENT. This section describes construction of Concrete Curb.

4.08GI-AA.2. DESCRIPTION. Concrete Curb shall be made of steel reinforced concrete six (6") inches wide on top, eight (8") inches wide on the bottom, eighteen (18") inches deep, measured on the back.

4.08GI-AA.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.08 AA in Section 4.08 of the Standard Highway Specifications, along with the following modifications and additions:

Steel reinforcing bars shall comply with the requirements of Section 4.11 of the Standard Highway Specifications. The Contractor shall be required to insert steel reinforcing bars in curb as shown in the NYC Department of Transportation, Standard Details of Construction, Drawing # H-1035.

4.08GI-AA.4. MEASUREMENT. The quantity to be measured for payment shall be the length of concrete curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.08GI-AA.5. PRICE TO COVER. The contract price per linear foot of Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, furnishing and installing steel reinforcement, excavation (other than rock excavation) and backfilling, the removal of one (1') foot width of full depth roadway pavement along the curb line and an additional one (1') foot width of existing asphaltic concrete wearing course where there are no adjacent concrete aprons or precast porous concrete pavers to be installed, and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications, unless otherwise provided for under other contract Items.

Restoration of pavement removed beyond the above defined limits, or specified to be removed and restored under other contract items, shall be done by the Contractor at no additional cost to The City.

Payment will be made under:

Item No.	Item	Pay Unit
4.08 GI-AA	CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 GI
Straight Steel Faced Concrete Curb (18" Deep)

4.09GI.1. INTENT. This section describes construction of Steel Faced Concrete Curb.

4.09GI.2. DESCRIPTION. Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09GI.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item Nos. 4.09 AD and 4.09 BD in Section 4.09 of the Standard Highway Specifications, for Item Nos. 4.09 GI-AD and 4.09 GI-BD, respectively, with the following modifications and additions:

The replacement of the existing curb with steel faced concrete curb shall consist of the following work:

a) Removal of curb and roadway material.
b) Furnishing and setting of new steel facing plate.
c) Pouring concrete for steel facing plate.
d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of Sections 4.02 and 4.04 of the Standard Highway Specifications.
e) Painting of steel plate (See Standard Drawing H-1010).

4.09GI.4. MEASUREMENT. The quantities to be measured for payment shall be the number of linear feet of Straight Steel Faced Concrete Curb (18" Deep) and Depressed Steel Faced Concrete Curb (18" Deep) constructed, complete, in place, as required, measured along the top of the exposed face of steel, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.09GI.5. PRICES TO COVER. The contract prices per linear foot of each type of Steel Faced Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete, in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications.

The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of one (1') foot width of full depth roadway pavement along the curb line and an

additional one (1') foot width of existing asphaltic concrete wearing course where there are no adjacent concrete aprons or precast porous concrete pavers to be installed, and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications, unless otherwise provided for under other contract Items.

Restoration of pavement removed beyond the above defined limits, or specified to be removed and restored under other contract items, shall be done by the Contractor at no additional cost to The City.

Payment will be made under:

Item No.	Item	Pay Unit
4.09 GI-AD	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	L.F.
4.09 GI-BD	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.13 GI-A
4" Concrete Sidewalk

4.13GI-A.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented) for installation of Sidewalk.

4.13GI-A.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete four (4") inches thick, except in driveways and corner quadrants where it shall be seven (7") inches thick to be paid for under Item No. 4.13 GI-BA and 4.13 GI-BB.

4.13GI-A.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 AAS and 4.13 ABS for Item Nos. 4.13 GI-AA and 4.13 GI-AB, respectively, in Section 4.13 of the Standard Highway Specifications.

4.13GI-A.4. MEASUREMENT. The area of 4" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications.

In determining the area of Concrete Sidewalk to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GI-A.5. PRICES TO COVER. The contract price per square foot for each type of 4" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 GI-AA	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 GI-AB	4" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 4.13 GI-B
7" Concrete Sidewalk

4.13GI-B.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented).

4.13GI-B.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete seven (7") inches thick.

4.13GI-B.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 BAS and 4.13 BBS, as appropriate, in Section 4.13 of the Standard Highway Specifications, with the following modifications and additions:

Where new 7" concrete sidewalk on the new base cannot be installed due to clearance problems, the Engineer may recommend an alternate thinner concrete sidewalk slab be installed. Where the new alternate sidewalk slab is less than 7" thick but greater than 4", wire mesh reinforcement shall be installed in accordance with Section 4.14 of the Standard Highway Specifications. Where the new alternate sidewalk slab is greater than 3" thick but not greater than 4", a wire mesh reinforcement shall be installed in accordance with Section 4.14 and the concrete shall be Class A-40. Payment for alternate thicknesses of sidewalk slabs will be made at the unit price bid for 7" concrete sidewalk and no additional payment will be made for any wire mesh or increase in strength of concrete used.

4.13GI-B.4. MEASUREMENT. The area of 7" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications.

In determining the area of Concrete Sidewalk to be paid for under each item, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GI-B.5. PRICES TO COVER. The contract price per square foot for each type of 7" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete,

in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit price bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 GI-BA	7″ CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 GI-BB	7″ CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 6.09 GI-L
Concrete Header, L-Shape

6.09GI-L.1. INTENT. This section describes construction of L-shaped Concrete Headers.

6.09GI-L.2. DESCRIPTION. L-shaped Concrete Headers shall be six (6") inches wide at the top, twenty-one (21") inches deep, and twelve (12") wide at the base, and shall be constructed to the lines and grades as shown on NYC Department of Environmental Protection, Office of Green Infrastructue, Standards for Green Infrastructure, Detail GI-30.

6.09GI-L.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Subsection 6.09.3.** and **6.09.4.**, as appropriate, in the Standard Highway Specifications.

6.09GI-L.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of L-shaped concrete header constructed, complete, in place, measured along the center line of the header.

6.09GI-L.5. PRICE TO COVER. The contract price per linear foot of L-shaped concrete header shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct L-shaped concrete header, complete, in place, and shall include, but not be limited to, curing, furnishing samples for testing as may be required and maintaining the concrete header in good condition as required in **Section 5.05** of the Standard Highway Specifications, all in full compliance with the Contract Drawings, the specifications and directions of the Engineer.

The cost of excavation and backfilling will be paid for under other contract items.

Payment will be made under:

Item No.	Item	Pay Unit
6.09 GI-L	CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 21" DEEP X 12" WIDE AT BASE)	L.F.

SECTION 6.51 GI-BD
Pavement Key along Curb (3' to 6' Wide)

6.51GI-BD.1. Intent. This section describes the work of installing pavement keys in order to remove depressed or damaged wearing course, to facilitate storm water run off (without ponding) and to facilitate installation of new pavement.

6.51GI-BD.2. Description. The construction of pavement keys shall consist of cutting, milling, and removing a portion of the existing pavement to the required depth and width, generally next to curb or areas of poor pavement; all in accordance with the specifications and the directions of the Engineer.

6.51GI-BD.3. Methods. The Contractor shall saw-cut or chisel-cut, for a depth of 2", a joint line in the existing asphaltic concrete wearing course at limits of pavement keys as directed.

All grindings (millings) and excavation material removed under this Section shall be loaded directly into dump trucks and shall be satisfactorily disposed of by the Contractor, away from the site. No debris will be allowed to accumulate at the site.

All milling shall be done in conjunction with the installation of new or reset curb, percast concrete gutter, and aprons.

6.51GI-BD.4. Uses. Pavement Key along the curb line (various widths) shall be used in the following locations:

1) At all locations requiring gutter adjustments (3' to 6' wide) both inside and outside bioswale curb limits as directed. To lower roadway or reshape roadway to eliminate ponding.

2) To remove asphaltic bumps or depression or badly crazed areas in the roadway to provide positive surface flow into the bioswale apron area.

3) Milling shall be to the required depth to facilitate an average of 2" resurfacing after the work is completed.

4) At locations to be excavated under other contract items.

6.51GI-BD.5. Measurement. The quantity to be measured for payment, under Item 6.51 GI-BD, shall be the number of cubic yards of existing pavement actually cut out to provide a pavement key along the curb as directed by the Engineer. Measurement shall be a vehicle measurement based on the number of cubic yards of millings removed from the site to the satisfaction of the Engineer, measured in trucks at the place of loading. Only water level loads will be accepted and no allowance will be made for any crown or peak of the load.

6.51GI-BD.6. Price to Cover. The contract price per cubic yard of Item 6.51 GI-BD, shall cover the cost of furnishing all labor, plant, equipment, insurance, and necessary incidentals required and completing the work, including saw cutting at beginning and end of grinding limits, cutout of existing roadway material, loading all grindings and excavated material into dump trucks, and removing and disposing of said material away from the site, all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.51 GI-BD	PAVEMENT KEY ALONG CURB LINE (3′ TO 6′ WIDE)	C.Y.

SECTION 6.70 -GI
Maintenance and Protection of Traffic

6.70GI.1. DESCRIPTION. Under this section the Contractor shall be required to complete the work of maintaining and protecting all pedestrian and vehicular traffic within the limits of each Right-of-Way Bioswale (ROWB) to be constructed under the contract. This shall include, but not be limited to furnishing, placing, relocating and removing, when directed, all necessary temporary warning and regulatory signs and temporary traffic control devices to re-route and protect traffic - all in accordance with an approved Maintenance and Protection of Traffic (MPT) Plan, the Contract Drawings, the specifications and directions of the Engineer.

Prior to performing any work in the Contract, if there are no MPT plans provided in the contract documents or the Contractor is proposing a change to the contract MPT plan, the Contractor shall prepare and submit an MPT Plan for the work required under the contract. The MPT Plan shall be prepared by a New York State Licensed Professional Engineer who is a qualified and experienced in Traffic Engineering and Work Site Safety. The MPT Plan shall include all necessary and required legal precautions for the protection of traffic and for the safety of the public, and shall be subject to approval by the New York City Department of Transportation's Office of Construction Mitigation and Coordination (OCMC) and the Engineer.

The provisions of this section are supplementary to and do not abrogate the General Conditions (**Section 1.06**) of the Standard Highway Specifications, the General Notes on the Contract Drawings relating to maintenance and protection of traffic following this Section or the OCMC Traffic Stipulations. Furthermore, any conditions pertaining to the maintenance and protection of traffic during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

6.70GI.2. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Section 6.70 of the Standard Highway Specifications, as applicable, with the exception that chain link fence shall comply with the temporary fencing requirements under Section GI-5.14, herein this Addendum.

6.70GI.3. MEASUREMENT. The quantity to be measured for payment shall be the number of ROWBs constructed under this contract for which the Contractor has provided adequate Maintenance and Protection of Traffic. Measurement shall be made on a one time basis for each ROWB and no additional measurement or payment will be made for any removals, reinstallations or resetting of materials and equipment as may be required at the same ROWB location. Where there are two (2) or

more ROWBs in the same block, where or not connected by a porous concrete walkway, each be counted as a separate ROWB.

6.70GI.4. PRICE TO INCLUDE. The unit price bid per EACH ROWB shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to maintain and protect pedestrian and vehicular traffic, including furnishing, installing, relocating and maintaining lighted barricades, plastic barrels with flashers, temporary timber curbs, construction signs, flashing arrow boards, variable message signs, safety orange construction fencing, chain link fence, temporary pedestrian steel barricades, warning devices, cones, flags, lights, temporary ribbon, temporary pavement markings, etc., unless otherwise provided for under other scheduled contract bid items; providing and maintaining roadway plates; constructing and maintaining temporary ramps; and all incidentals necessary for completing the work at each ROWB, all in accordance with the Contract Drawings, approved MPT Plans, the specifications, and the directions of the Engineer. However, no additional payment will be made no matter how many time an MPT set up is removed, reinstalled or changed after the initial MPT set up at each ROWB.

Payment for each ROWB will be made as follows:

Fifty (50%) percent of the unit price will be paid when the first MPT set up is satisfactorily made at each ROWB and the remaining fifty (50%) percent of the unit price will be paid after the installation of the Steel Tree Pit Guard.

Providing and placing of Asphaltic Concrete Mixture and/or Binder Mixture for temporary ramps and temporary pavement and trench restorations will be paid for under the appropriate scheduled contract items.

Payment will be made under:

Item No.	Item	Pay Unit
6.70 -GI	MAINTENANCE AND PROTECTION OF TRAFFIC	EACH

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

STANDARDS
MAINTENANCE & PROTECTION OF TRAFFIC
FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY

PREPARED BY

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

NOVEMBER 2013

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CONSTRUCTION OF R.O.W. BIOSWALES
(RESIDENTIAL AREA) ---------- MPT-GI.5
(HIGH DENSITY PED TRAFFIC AREA) ---------- MPT-GI.6

Project ID. GCNC77-01

MPT-GI.1

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.1

MAINTENANCE AND PROTECTION OF TRAFFIC

FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.

MPT NOTES - APPLICABLE TO ALL STAGES

GENERAL NOTES

0. THE WORK AREA IS NOT LIMITED TO ONE LOCATION. THE CONTRACTOR IS EXPECTED TO WORK AT MULTIPLE LOCATIONS USING MULTIPLE CREWS, AT ANY TIME, AS APPROVED BY THE ENGINEER.

1. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF TRANSPORTATION'S OFFICE OF CONSTRUCTION MITIGATION AND CONTROL (TELEPHONE NO. 1-212-839-9621) AND THE DIVISION OF TRAFFIC & PLANNING (TELEPHONE NO. 1-718-433-3370) AT LEAST 20 DAYS BEFORE THE START OF CONSTRUCTION TO SCHEDULE A PRE-CONSTRUCTION MEETING.

2. PRIOR TO ANY WORK PERMITS BEING ISSUED, A PRE-CONSTRUCTION MEETING WILL BE HELD TWENTY (20) DAYS IN ADVANCE BY CONSTRUCTION DIVISION. AT THAT TIME, THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE TO THE ENGINEER. ARRANGEMENTS FOR THE MEETING WILL BE COORDINATED BY THE OCMC-STREETS.

3. CONSTRUCTION SEQUENCE: UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER, THE CONSTRUCTION SHALL BE COMPLETED IN THE FOLLOWING SEQUENCE:

   CONSTRUCTION OF BIOSWALES

   CONSTRUCTION OF NEW CURBS

   CONSTRUCTION OF NEW SIDEWALKS

   CONSTRUCTION OF ROADWAY PAVEMENT

   THE CONTRACTOR WILL BE PERMITTED TO MODIFY, ADJUST AND/OR COMBINE STAGES SUBJECT TO THE APPROVAL OF THE ENGINEER.

4. SUBSEQUENT STAGES MUST COMMENCE WITHIN SEVEN (7) CALENDAR DAYS OF THE COMPLETION OF THE PREVIOUS STAGE WITHIN EACH BLOCK, UNLESS OTHERWISE APPROVED BY THE CITY.

5. AFTER A SATISFACTORY START OF THE WORK AT ONE LOCATION, AS APPROVED BY THE ENGINEER, THE CONTRACTOR MAY BE PERMITTED TO ESTABLISH MULTIPLE WORK AREAS AS AND WHERE APPROVED BY THE ENGINEER.

6. PEDESTRIANS SHALL BE PROTECTED FROM ALL EXCAVATION AREAS, THROUGH THE USE OF AN APPROVED BARRIER, FENCING OR OTHER TEMPORARY DEVICE, AND IN A MANNER APPROVED BY THE ENGINEER.

7. TO PERMIT ADEQUATE VISIBILITY AT INTERSECTION AREAS ALL BARRICADES SHALL BE PLACED SO AS NOT TO HINDER PEDESTRIAN OR VEHICULAR SIGHT LINES. SIMILARLY, NO SHEETING SHALL EXTEND HIGHER THAN 24" ABOVE PAVEMENT LEVEL WITHIN 50 FEET OF AN INTERSECTION.

8. EXCAVATIONS SHALL BE COMPLETELY ENCLOSED WITH TIMBER CURBS, LIGHTED BARRICADES AND TEMPORARY FENCE UNLESS OTHERWISE SHOWN HEREIN OR DIRECTED BY THE ENGINEER. ALL BOUNDARIES BETWEEN CONSTRUCTION WORK AREAS AND PEDESTRIAN ROUTES ALONG SIDEWALKS SHALL BE CLEARLY AND CONTINUOUSLY DELINEATED WITH PEDESTRIAN STEEL BARRICADES AS SHOWN ON THE MAINTENANCE AND PROTECTION PLANS AND AS APPROVED OR DIRECTED BY THE ENGINEER.

9. PEDESTRIAN CROSSINGS OVER EXCAVATIONS, WHEN REQUIRED, SHALL BE CONSTRUCTED WITH STEEL PLATES LINED WITH TEMPORARY FENCE ATTACHED ON BOTH SIDES, (NO DIRECT PAYMENT).

10. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES, AND EXITS FROM DWELLINGS, EMERGENCY EXITS AND PEDESTRIAN USAGE OF CROSSWALK AND SIDEWALK AREAS BOTH NEW AND EXISTING SHALL BE CONTINUOUS AT ALL TIMES.

11. CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY TRAFFIC AT ALL TIMES UPON DEMAND. THE CONTRACTOR SHALL BE REQUIRED TO MOVE AND RESTORE BARRICADES AS ORDERED BY THE ENGINEER FOR EMERGENCY ACCESS AT NO DIRECT PAYMENT.

12. THE CONTRACTOR SHALL SUPPLY, INSTALL, RELOCATE AND MAINTAIN SIGNS AND OTHER APPROVED DEVICES FOR WARNING, CONTROLLING, ROUTING, DIRECTING AND DETOURING TRAFFIC AS INDICATED AND AS DIRECTED BY THE ENGINEER AND IN ACCORDANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". THE EXACT LOCATION, SIZE, WORDING AND DETAILS OF TO APPROVAL BY THE ENGINEER.

13. ALL SIGNS AND BARRICADES SHALL CONFORM TO STANDARDS SPECIFIED IN THE NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (EXCEPT WHERE OTHERWISE REQUIRED HEREIN) WHERE APPLICABLE AND APPROVED BY THE ENGINEER.

14. ALL ADVANCE WARNING SIGNS SHALL BE INSTALLED BETWEEN 150 AND 200 FEET BEFORE THE CONSTRUCTION. ALL "END ROAD WORK" SIGNS SHALL BE INSTALLED 200 FEET AFTER THE CONSTRUCTION. TWO (2) 24"x24" ORANGE FLEXIBLE PLASTIC FLAGS SHALL BE ATTACHED TO THE TWO SIDE CORNERS OF EACH DIAMOND SHAPED ADVANCE WARNING SIGN.

15. ALL IDENTIFICATION MARKINGS ON BARRELS MUST NOT FACE TRAFFIC AND MUST BE BELOW THE BOTTOM REFLECTORIZED BAND.

16. THE CONTRACTOR IS REQUIRED TO INSTALL TEMPORARY PAVEMENT MARKINGS AFTER THE EXISTING MARKINGS ARE REMOVED. THIS OPERATION SHALL BE DONE ON THE SAME DAY. WHEN THE TEMPORARY MARKINGS ARE NO LONGER NECESSARY, THEY MUST BE OBLITERATED BY SCARIFICATION, UNTIL THEY ARE NO LONGER VISIBLE.

17. NOTWITHSTANDING PROVISIONS HEREIN CONTAINED, IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT MINOR ADDITIONAL MEASURES THAT ARE NECESSARY TO PROVIDE FOR AND MAINTAIN THE SAFETY OF VEHICULAR TRAFFIC AND PEDESTRIANS DURING CONSTRUCTION. THE PROVISION AND USE OF SUPPLIES SUCH AS TRAFFIC CONES, HIGH VISIBILITY RIBBONS, AND FLAGS WHERE NECESSARY OR DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED AS MINOR AND INCIDENTAL ITEMS. PAYMENT TO BE INCLUDED IN THE PRICE BID FOR ALL SCHEDULED ITEMS.

18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COOPERATE WITH OTHER CONTRACTORS WHO HAVE AN ON-GOING STREET IMPROVEMENT CONSTRUCTION IN THE AREA AND/OR WITHIN THE PROJECT LIMITS AND SHALL SO ACCORDINGLY ARRANGE HIS OWN SCHEDULE OF CONSTRUCTION IN SUCH A TIME FRAME AS NOT TO DISRUPT OR INTERFERE WITH THE WORKABILITY OF EITHER MAINTENANCE OF TRAFFIC PLAN.

19. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF CONSTRUCTION MITIGATION AND COORDINATION-STREETS N.Y.C.D.O.T. A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

20. THE CONTRACTOR SHALL PROVIDE STORAGE AREAS OFF THE JOB SITE AS REQUIRED. (NO SEPARATE PAYMENT). SEE MAINTENANCE OF TRAFFIC CONSTRUCTION SIGNS, LEGEND, ETC. FOR MAINTENANCE OF TRAFFIC DEVICES REQUIRED AT THESE STORAGE AREAS.

21. AS THE WORK PROGRESSES, TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE RELOCATED AND THE CONTRACTOR SHALL REMOVE OR COVER ALL UNUSED SIGNS OR SIGNS NOT APPLICABLE FOR CURRENT OPERATIONS.

22. FOR ADDITIONAL INFORMATION SEE: "SPECIAL PROVISIONS" OF THE SPECIFICATIONS; GENERAL NOTES, HIGHWAY NOTES, AND UTILITY NOTES, CONTAINED IN THE CONTRACT DRAWINGS.

23. THE CONTRACTOR IS REQUIRED TO MAINTAIN EXISTING BICYCLE FACILITIES WITH A SMOOTH RIDING SURFACE AND FREE OF DEBRIS OR OTHER IMPEDIMENTS, AT ALL TIMES. IF THIS IS NOT POSSIBLE A TEMPORARY BICYCLE DETOUR PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO D.O.T. / O.C.M.C. FOR APPROVAL.

24. FOR ANY CHANGES IN PARKING REGULATIONS DURING THE CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL, MAINTAIN AND RELOCATE THE EXISTING SIGNS, IN ACCORDANCE WITH N.Y.C. - D.O.T. STIPULATIONS OF ADVANCED NOTICE.

25. THE CONTRACTOR SHALL NOTIFY NYCDOT 48 HOURS PRIOR TO THE START OF WORK TO HAVE A PARKING METERS AND /OR MUNI-METERS REMOVED. CONTRACTOR SHALL CONTACT MR. JOHN PREMUS, ADMINISTRATIVE TRANSPORTATION COORDINATOR, NYC DEPARTMENT OF TRANSPORTATION, DIVISION OF TRAFFIC OPERATIONS, 58-50 57TH ROAD, 2ND FLOOR, MASPETH, NY 11378, PH#718.894.1835, FAX# 718.894.8397, EMAIL: JPREMUS@DOT.NYC.GOV .THE FOLLOWING INFORMATION MUST BE GIVEN TO NYCDOT: [1] PARKING/MUNI-METER NUMBERS; [2] LOCATION OF METERS AND [3] DATE WHEN METERS CAN BE RE-INSTALLED.

Project ID. GCNC77-01

MPT-GI.2

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.2

MAINTENANCE AND PROTECTION OF TRAFFIC

FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.

MPT NOTES

CONSTRUCTION OF RIGHT-OF-WAY BIOSWALES

1. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB TO EXCAVATE AND CONSTRUCT NEW BIOSWALES AS APPROVED AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW BIOSWALES IN A WORK AREA OF 40 FEET MAX, UNLESS DIRECTED AND APPROVED BY AN ENGINEER. AFTER A SATISFACTORY START OF THE WORK, AND AS APPROVED AND DIRECTED BY THE ENGINEER, THE CONTRACTOR WILL BE PERMITTED TO EXTEND THE WORK AREA TO THE MAXIMUM LENGTH OF 120 FEET FOR STREET SEGMENTS CONTAINING MULTIPLE BIOSWALES.
3. PLACE PLASTIC BARRELS TO DELINEATE THE WORK AREA WIDTH AND PEDESTRIAN STEEL BARRICADES FOR THE PROTECTION OF PEDESTRIANS AS SHOWN IN TYPICAL PLANS AND AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL CLOSE THE SIDEWALK AND DIVERT PEDESTRIANS AROUND THE WORK AREA AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, EMERGENCY EXIT AREAS SHALL BE CONTINUOUS AT ALL TIMES.
6. UPON COMPLETION OF EACH DAYS WORK THE CONTRACTOR SHALL RELOCATE THE BARRELS AND BARRICADES ADJACENT TO THE CURB. THERE SHALL BE NO DIRECT PAYMENT FOR THE DAILY RELOCATION OF BARREL AND BARRICADES HEREUNDER.
7. CONTRACTOR SHALL PROVIDE LOCAL PEDESTRIAN ACCESS AT ALL TIMES FOR NORMAL BUILDING ACTIVITY.
8. WORKING SIMULTANEOUSLY ON BOTH SIDES OF THE STREET WILL NOT BE PERMITTED.
9. CONTRACTOR SHALL MAINTAIN MPT AROUND BACKFILLED ROWB UNTIL INSTALL OF STEEL TREE PIT GUARD.
10. INLET AND OUTLETS SHALL BE SAND BAGGED UNTIL COMPLETION OF ALL BACKFILLING AND JUTE MESH INSTALLATION AT BIOSWALES HAVE BEEN

CONSTRUCTION OF NEW CURBS

1. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB LINE TO REMOVE EXISTING CURB AND CONSTRUCT NEW CURB AS APPROVED AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW CURBS IN A WORK AREA OF 200 FEET ONLY. AFTER A SATISFACTORY START OF THE WORK, AS APPROVED AND DIRECTED BY THE ENGINEER, THE CONTRACTOR WILL BE PERMITTED TO EXTEND THE WORK AREA TO THE MAXIMUM LENGTH OF 600 FEET.
3. PLACE PLASTIC BARRELS TO DELINEATE THE WORK AREA WIDTH AND PEDESTRIAN STEEL BARRICADES FOR THE PROTECTION OF PEDESTRIANS AS SHOWN IN TYPICAL PLANS AND AS DIRECTED BY THE ENGINEER.
4. PLACE CONSTRUCTION SIGNS AS SHOWN IN TYPICAL PLANS AND AS REQUIRED BY THE ENGINEER.
5. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, EMERGENCY EXIT AREAS SHALL BE CONTINUOUS AT ALL TIMES.
6. UPON COMPLETION OF CURB WORK AT EACH LOCATION THE CONTRACTOR SHALL BACKFILL AROUND CURB AND PLACE 4" ASPHALTIC CONCRETE MIXTURE TO RESTORE STREET. RESTORE SIDEWALK WITH 2" ASPHALTIC CONCRETE MIXTURE AT CORNERS ONLY WHERE DIRECTED BY THE ENGINEER. MAINTAIN PEDESTRIAN TRAFFIC AT CROSSWALK AREAS.
7. UPON COMPLETION OF EACH DAYS WORK THE CONTRACTOR SHALL RELOCATE THE BARRELS AND BARRICADES ADJACENT TO THE CURB. THERE SHALL BE NO DIRECT PAYMENT FOR THE DAILY RELOCATION OF BARREL AND BARRICADES HEREUNDER.
8. WORKING SIMULTANEOUSLY ON BOTH SIDES OF THE STREET WILL NOT BE PERMITTED.

CONSTRUCTION OF ROADWAY PAVEMENT

1. MAINTAIN AT LEAST ONE PEDESTRIAN CROSSWALK AT EACH CORNER. PEDESTRIAN TRAFFIC SHALL BE DETOURED AROUND WORK ZONE.
2. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, AND PEDESTRIAN USAGE OF THE SIDEWALK AREAS, SHALL BE CONTINUOUS AT ALL TIMES.
3. AFTER THE COMPLETION OF NEW PAVEMENT BASE AND CURING, RAMP AROUND MANHOLE HEADS WITH TEMPORARY ASPHALTIC MIXTURE, REMOVE BARRICADES, BARRELS AND OTHER TEMPORARY DEVICES AND OPEN THE ROADWAY FOR TRAFFIC, AS DIRECTED BY THE ENGINEER.
4. AFTER COMPLETION OF PAVEMENT IN THE WORK AREA, THE CONTRACTOR SHALL REMOVE BARRICADES, BARRELS, FENCING AND CONSTRUCTION SIGNS. OPEN FULL ROADWAY TO TRAFFIC AS DIRECTED BY THE ENGINEER.

CONSTRUCTION OF NEW SIDEWALKS

1. SIDEWALK CONSTRUCTION SHALL PROCEED IMMEDIATELY UPON COMPLETION OF CURB AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL BARRICADES, LIGHTS AND WARNING SIGNS TO DELINEATE THE WORK AREAS AS SHOWN ON PLAN.
3. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB TO REMOVE EXISTING SIDEWALK AND CONSTRUCT NEW SIDEWALK AS APPROVED AND DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL CLOSE THE SIDEWALK AND DIVERT PEDESTRIANS AROUND THE WORK AREA AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. THE CONTRACTOR SHALL FURNISH, INSTALL AND REMOVE TEMPORARY PEDESTRIAN PASSAGEWAYS, AND PROVIDE TEMPORARY PEDESTRIAN BRIDGES IN ACCORDANCE WITH TYPICAL PLAN TO FACILITATE THE FLOW OF PEDESTRIAN TRAFFIC AND ACCESS TO PRIVATE PROPERTY AS AND WHERE DIRECTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL LIMIT THE EXTENT OF EXISTING SIDEWALK REMOVED EACH DAY TO THE SAME AREA OF CONCRETE SIDEWALK THAT WILL BE REPLACED THE FOLLOWING DAY. NO UNPROTECTED EXCAVATION SHALL REMAIN AT THE END OF EACH DAY'S WORK.
7. PROVIDE SMOOTH TRANSITION WITH ASPHALTIC CONCRETE MIXTURE BETWEEN SIDEWALK COMPLETED AND WORK YET TO BE STARTED.
8. CONTRACTOR SHALL PROVIDE LOCAL PEDESTRIAN ACCESS AT ALL TIMES FOR NORMAL BUILDING ACTIVITY.
9. AFTER COMPLETING THE WORK IN THE SIDEWALK AREA THE CONTRACTOR SHALL REMOVE ALL BARRICADES, LIGHTS, TEMPORARY SIGNS AND OTHER WARNING DEVICES AND ALL SURPLUS CONSTRUCTION MATERIAL, AND SHALL REOPEN THE SIDEWALK TO PEDESTRIAN TRAFFIC AS DIRECTED BY ENGINEER.

Project ID. GCNC77-01

MPT-GI.3

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MAINTENANCE AND PROTECTION OF TRAFFIC

FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.
LEGEND AND NOTES

TEMPORARY TRAFFIC SIGNS TABLE

NAME	SIGN	MUTCD CODE	COLOR CODE	SIZE	DESCRIPTION
(A)		W20-1	A	36"X36"	ROAD WORK AHEAD
(B)		W20-2	A	36"X36"	DETOUR AHEAD
(C1)		M4-9	A	30"X24"	DETOUR (WITH ARROW)
(C2)		M4-9L	A	30"X24"	DETOUR (WITH LEFT ARROW)
(C3)		M4-9R	A	30"X24"	DETOUR (WITH RIGHT ARROW)
(DL)		W1-4L	A	30"X30"	LARGE ARROW KEEP LEFT
(DR)		W1-4R	A	30"X30"	LARGE ARROW KEEP RIGHT
(E)		R11-2	B	48"X30"	ROAD CLOSED
(F)		R11-3a	B	60"X30"	ROAD CLOSED (EXCEPT LOCAL & EMERGENCY TRAFFIC)
(GL)		W1-6L	A	48"X24"	ONE WAY (ARROW POINTING LEFT)
(GR)		W1-6R	A	48"X24"	ONE WAY (ARROW POINTING RIGHT)
(K)		R9-11	B	24"X12"	SIDEWALK CLOSED, CROSS HERE (WITH ARROW)
(L)		R9-10	B	24"X12"	SIDEWALK CLOSED, USE OTHER SIDE (WITH ARROW)
(M)		R3-2	B	24"X24"	NO LEFT TURN
(N)		R3-1	B	24"X24"	NO RIGHT TURN
(O)					END ROAD WORK
(P)		W6-3	A	30"X30"	TWO WAY TRAFFIC

TEMPORARY TRAFFIC SIGNS TABLE

NAME	SIGN	MUTCD CODE	COLOR CODE	SIZE	DESCRIPTION
(Q)		W4-2L	A	36"X36"	LANE REDUCTION TRANSITION SIGN
		W4-2R	A	36"X36"	
(R)		R3-3	B	24"X24"	NO TURNS
(S)		W20-3	A	36"X36"	ROAD CLOSED AHEAD
(T)		M6-4	B	21"X15"	DOUBLE ARROW
(V)		M6-1	B	21"X15"	ARROW (LEFT OR RIGHT)
(W)		R3-5	B	30"X36"	RIGHT (LEFT) TURN ONLY
(X)		R9-9	B	24"X12"	SIDEWALK CLOSED, USE WALKWAY
(Y)		W20-5	A	36"X36"	LANE CLOSED AHEAD
(Z)		W20-7a	A	36"X36"	FLAGGER

COLOR CODE LEGEND

CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLUORESCENT YELLOW GREEN BACKGROUND

NOTES:

1. ALL SIGNS AS PER LATEST EDITION OF THE NATIONAL "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
2. DIMENSIONS ARE SHOWN IN INCHES AND ARE SHOWN AS WIDTH x HEIGHT. THESE TABLES ARE FOR REFERENCE PURPOSES ONLY. FOR ADDITIONAL SIGNAGE NOT SHOWN ON THESE TABLES (REFER TO THE MUTCD).
4. ALL SIGNS TO BE REFLECTORIZED.
5. LETTERS ON SIGNS TO BE 5" HIGH.
6. SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.
7. MOUNTING OF SIGNS TO BE AS DIRECTED AND APPROVED BY THE ENGINEER.

LEGEND

CONSTRUCTION WORK AREA

ONE WAY TRAFFIC (EXISTING)

TWO-WAY TRAFFIC (EXISTING)

TIMBER CURB (W/ ORANGE FENCING)

PEDESTRIAN STEEL BARRICADE

PLASTIC BARRELS

TEMPORARY SIGN WITH TEXT

R.O.W. RIGHT OF WAY

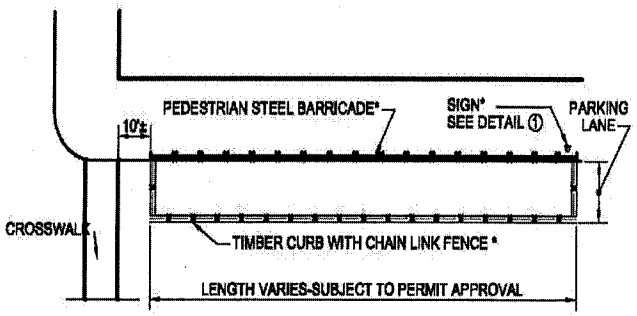
ROWB RIGHT-OF-WAY BIOSWALES

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

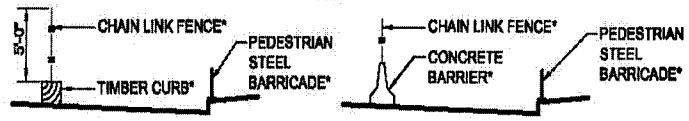
MPT-GI.4

MAINTENANCE AND PROTECTION OF TRAFFIC

FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.
DETAILS



PLAN
N.T.S.



ALTERNATE Ⓐ SECTION
N.T.S.

ALTERNATE Ⓑ SECTION
N.T.S.

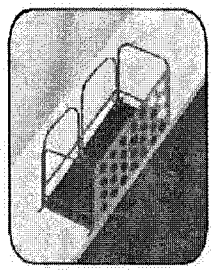
TEMPORARY STORAGE AREA
PROJECT NAME
CONTRACTOR'S NAME
FIELD OFFICE ADDRESS
TELEPHONE NO.:

DETAIL ① INFORMATION SIGN

NOTES

- NO DIRECT PAYMENTS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES.
- PROVIDE TAPER AT APPROACH END TO CHANNELIZE TRAFFIC PER NYSDOT MUTCD.
- TIMBER CURB WITH CHAIN LINK FENCE TO BE USED FOR LONG TERM STORAGE. FOR SHORT TERM STORAGE USE PLASTIC BARRELS WITH ORANGE FENCING.

TEMPORARY STORAGE AREA



AFTER SOIL INSTALLATION, MULCH SHOULD BE PLACED ON THE ENGINEERED SOIL. PEDESTRIAN BARRICADES AND PROTECTIVE FENCING SHOULD BE INSTALLED UNTIL THE SITE IS FULLY PLANTED AND TREE GUARDS ARE INSTALLED.

TEMPORARY PROTECTION OF ROWB

Project ID. GCNC77-01

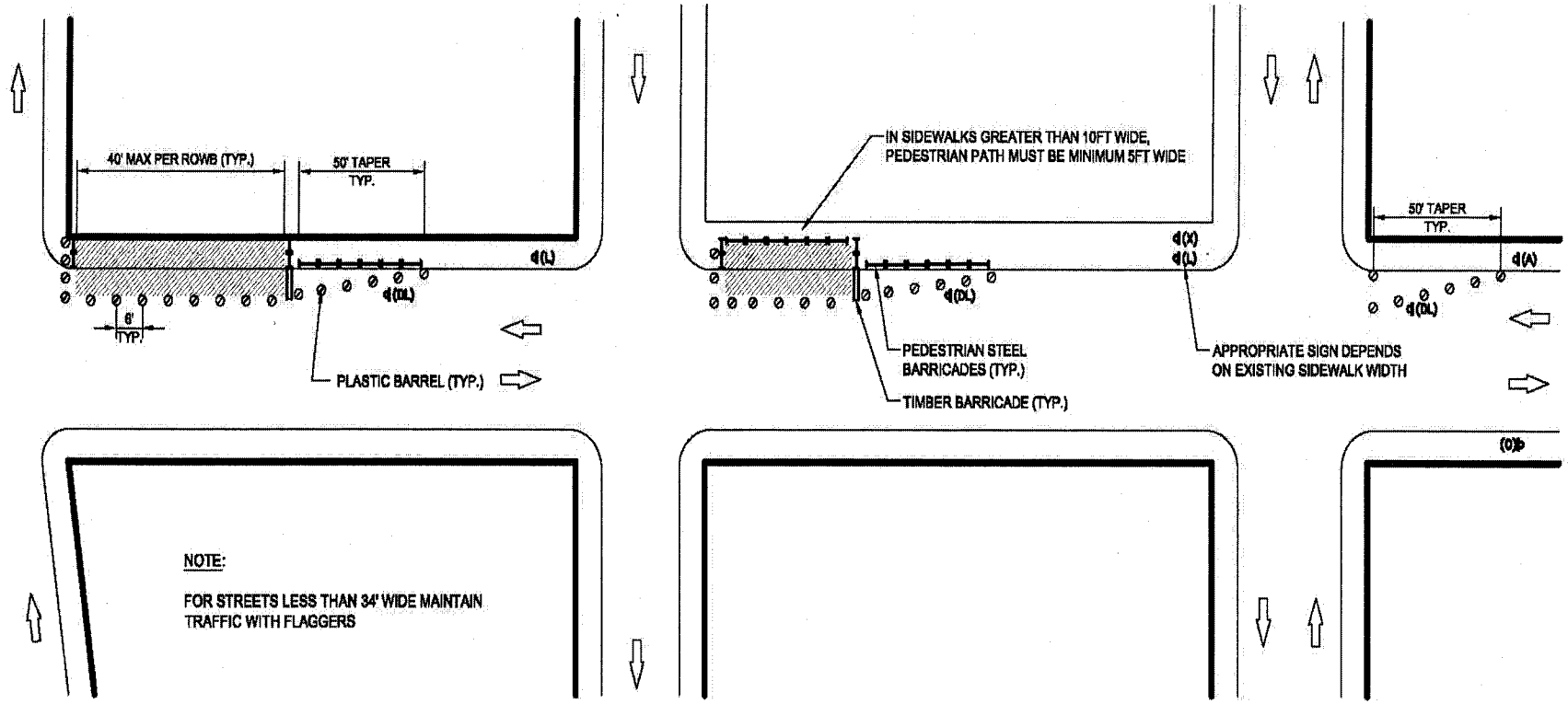
MPT-GI.5

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.5

MAINTENANCE AND PROTECTION OF TRAFFIC

CONSTRUCTION OF R.O.W. BIOSWALES - RESIDENTIAL AREAS



TYPICAL PLAN

Project ID. GCNC77-01

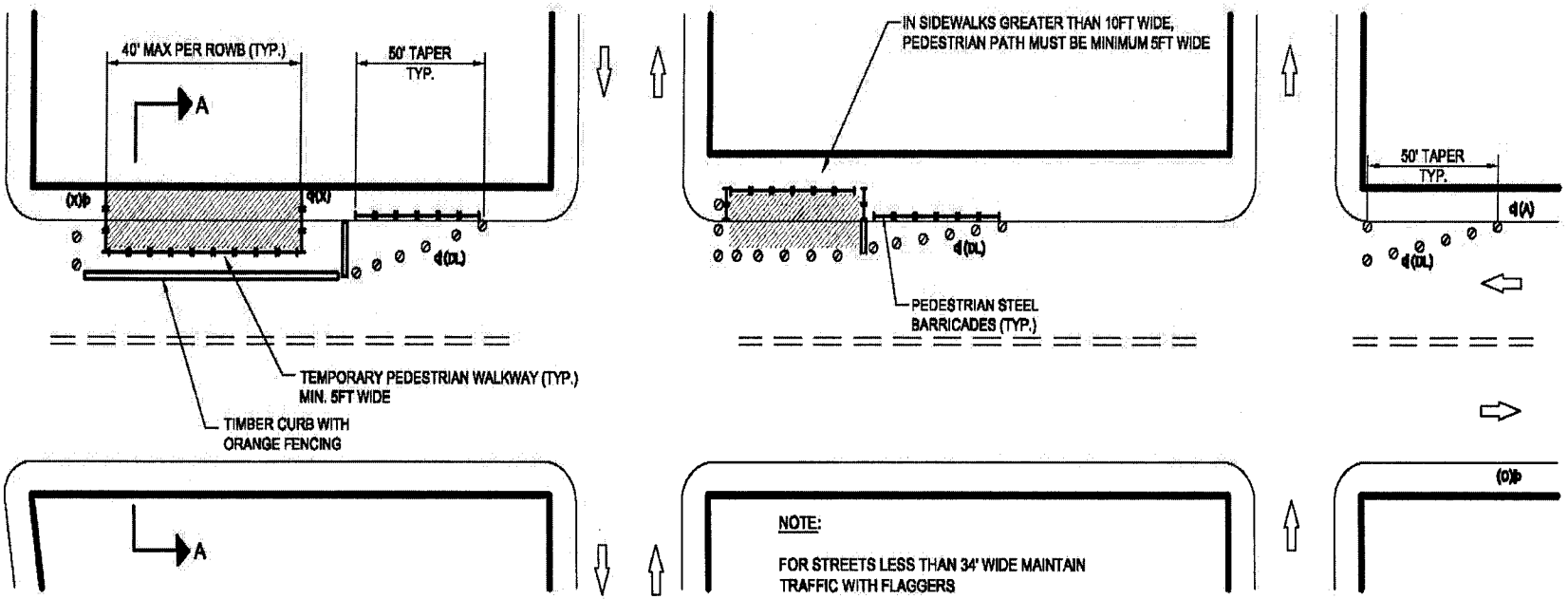
MPT-GI.6

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

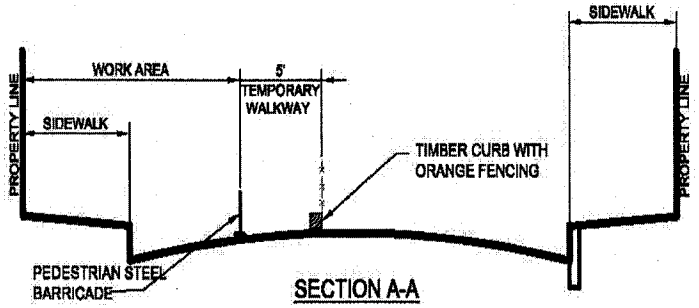
MPT-GI.6

MAINTENANCE AND PROTECTION OF TRAFFIC

CONSTRUCTION OF R.O.W. BIOSWALES - HIGH DENSITY PEDESTRIAN TRAFFIC AREAS



TYPICAL PLAN



SECTION A-A

Project ID. GCNC77-01

SECTION 7.13 -GI
Maintenance of Site

7.13GI.1. DESCRIPTION. This section describes the maintenance, protection and cleanup of the construction site at each Right-of-Way Bioswale (ROWB). The Contractor is placed on notice that he shall be required to provide a safe and clean site throughout all phases of the work and during all of his operations at each ROWB, and further that the monitoring by the City of the Contractor's site maintenance, site protection and site clean up is considered for the purposes of the contract to be a project objective necessary to eliminate and/or mitigate public disruption and inconvenience, and to insure public health and safety. The Contractor shall therefore, at all times, conduct this operation in a manner which promotes a clean site and insures the convenience, safety and health of general users consisting of, but not limited to, the motorist, the pedestrian and the abutting property owners/tenants, as well as those of his own employees.

The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) of the Standard Highway Specifications or the General Notes on the Contract Drawings relating to the protection and cleanup of the site, and the delivery and storage of materials at the site of each ROWB. Furthermore, any conditions pertaining to the maintenance, protection and cleanup of the construction site during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

7.13GI.2. METHODS. All methods shall comply with the requirements of Section 7.13 of the Standard Highway Specifications.

7.13GI.3. MEASUREMENT. The quantity to be measured for payment shall be the number of ROWBs constructed under this contract for which the Contractor has provided adequate Maintenance of Site. Measurement shall be made on a one time basis for each ROWB and no additional measurement or payment will be made for maintaining the site at the same ROWB location. Where there are two (2) or more ROWBs in the same block, where or not connected by a porous concrete walkway, each be counted as a separate ROWB.

7.13GI.4. PRICE TO COVER. The unit price bid for Maintenance of Site at EACH ROWB shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to maintain, protect and clean up the site at each ROWB, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer.

Payment under each location will be made in proportion to the percentage of the ROWB actually completed.

Payment will be made under:

Item No.	Item	Pay Unit
7.13 -GI	MAINTENANCE OF SITE	EACH

SECTION GI-2.03
CONCRETE APRON

GI-2.03.1. INTENT

This section describes concrete aprons. The Contractor shall construct concrete aprons of the types shown on the Standards for Green Infrastructure.

GI-2.03.2. KIND

Concrete aprons shall be either precast concrete or cast-in-place.

GI-2.03.3. MATERIALS

(A) All materials as required shall comply with the requirements of the NYC Department of Transportation (DOT) Standard Highway Specifications, **Subsection 4.05.3.**, unless otherwise specified herein.

(B) For pre-cast concrete aprons, the concrete shall have a design mix for 5000 psi at 28-days (minimum 28-day compressive strength of 4000 psi). The maximum acceptable average freeze/thaw loss of five-block samples, subjected to 25 freeze/thaw cycles in a 10% NaCl solution, shall not exceed 10.0%.

(C) For cast-in-place concrete aprons, the concrete shall comply with the requirements of **Section 3.05,** Class B-32, Type IIA. Cement shall be Type II Portland. Coarse aggregated shall be broken stone or gravel and comply with the requirements of the NYC Department of Transportation (DOT) Standard Highway Specifications, **Section 2.02,** Type 1, Grade B, or Type 2, Size No. 57. An air-entraining agent shall be added at the time concrete ingredients are mixed with water.

(D) Welded wire mesh reinforcement shall be as shown on the Standards for Green Infrastructure drawings.

(E) Unless otherwise specified grout shall be Cement Grout composed of neat cement and water.

GI-2.03.4. CONSTRUCTION METHODS

(A) All equipment and methods of construction shall comply with the requirements of the NYC DOT Standard Highway Specifications, **Subsections 4.05.4. and 4.05.5.** for reinforced concrete pavement, with the following modifications and additions:

(1) At each bioswale there shall be a pair of concrete aprons consisting of one inlet type and one outlet type concrete apron, unless otherwise directed. For installations in existing pavement, the Contractor shall be required to first full-depth saw cut and remove the pavement to the dimensions of the aprons as shown on the Contract Drawings and directed by the Engineer. If sawcutting is not sufficient to meet the necessary grades for curbs and or proper drainage, the Contractor shall excavate the necessary pavement to achieve adequate transition to the inlet. The Contractor shall then fill or backfill the excavated area, under Item 4.11 CA, to insure that the concrete apron will be placed to its proper elevation.

The earth subgrade, immediately before fill or backfill material is placed on it, shall be compacted to a minimum of 95 percent of Standard Proctor Maximum Density, smooth, parallel to and at the required depth below the finished concrete apron surface and be dampened with water sufficient only to be absorbed by the subgrade. The subgrade shall not be in a muddy or frozen condition and unsuitable material shall be removed and replaced with acceptable material thoroughly compacted.

Fill or backfill material shall then be wetted to the optimum moisture content, based on a laboratory 5 point Proctor density test, and thoroughly compacted using an approved plate compactor. Compaction of fill or backfill material shall range between 90% and 95% of the Standard Proctor Maximum Density, as directed by the Engineer, depending upon material used. Unsatisfactory subgrade material shall be removed and replaced with acceptable material thoroughly compacted to a minimum of 95% of Standard Proctor Maximum Density. The top

surface of the fill or backfill material shall be parallel to the finished grade and at a distance below the grade equal to the specified thickness of concrete.

(2) Following the placing and spreading of concrete, it shall be struck-off and finished to conform to the cross-sections shown on the Contract Drawings. The final finish shall be made by brooming after the water sheen has disappeared as per the requirements for Bus Stop Pavements.

(3) Where the Contractor chooses to precast the concrete apron, it shall be constructed in accordance with the following requirements:

Fabrication

a. Precast concrete aprons shall be fabricated to conform to the shapes and sizes shown on the Contract Drawings.

b. The Contractor shall provide the Engineer with shop drawings and detailed construction procedures for the aprons. Shop drawings shall show the form dimensions and location and type of reinforcement in the precast concrete aprons. The drawings shall be delivered to the Engineer for approval ten (10) working days before fabrication is to begin. No work shall begin until the drawings are approved.

c. The tolerance on placement of reinforcing steel in the apron shall be $\pm$ 1 inch. The chairs, spacers or other devices used to maintain the reinforcement in position shall have rust resistant tips. The cost of any steel reinforcement required to transport the precast aprons shall be deemed included in the cost of these concrete apron items.

d. Concrete shall be consolidated in the forms by internal vibrators. Exposed surfaces shall be free from objectionable imperfections, such as honeycomb and air voids as determined by the Engineer. If air voids collect at the interface of the concrete and forms, the forms shall be tapped on the outside with rubber mallets or similar devices to displace the entrapped air.

Curing

a. The precast aprons may be cured as per the requirements for cast in place concrete aprons.

b. If the precast concrete aprons are steam cured, the aprons shall be cured in an enclosure free from outside drafts, and cured in a moist atmosphere. The temperature shall be maintained at a temperature between 125 degrees and 160 degrees F. by the injection of steam for a period of not less than 12 hours. Steam curing shall not begin in less than 2 hours from the time that the last concrete was placed. Care shall be taken by the Contractor to prevent localized "hot spots" caused by the steam lines. A continuous temperature time recorder is required for each enclosure. The temperature of the curing atmosphere for any method shall not be increased or decreased at a greater rate than 40 degrees F. per hour.

Repair

a. Where approved by the Engineer, occasional imperfections in manufacture or those caused by mishandling may be repaired. The repairs shall be properly finished and cured. The color of the repaired area shall match as closely as possible with the rest of the apron color. Repairs may be made with a mixture of sand and cement, and shall be made to the satisfaction of the Engineer.

(B) Apron dimensions shall be as required in the contract documents. Dimensions shall not vary by more than 1/4 inch from those specified. Aprons shall be sound and free from cracks or other defects that would interfere with their proper placement or performance.

(C) Basis of Acceptance - The precast apron shall be accepted at the job site based on the following:

(1) The manufacturer's name must appear on the N.Y.S. Department of Transportation's Approved List of "Precast Concrete Manufacturers Approved for QC/QA Production" for either Product Group 1, 2, or 4.

(2) A manufacturer's certification.

(3) An acceptable product evaluation made by the Engineer.

(4) Prior to installation, the subgrade must be compacted and carefully graded such that the concrete apron slab will be seated flush on the subgrade, at the proper elevation and slope as shown on the Contract Drawings.

(5) Precast concrete apron slabs shall be set in place using a non-shrink grout conforming to the requirements of **Section 3.06** in the NYCDOT Standard Highway Specifications.

GI-2.03.6. MEASUREMENT

The quantity to be measured for payment shall be the number of cubic feet of concrete used in concrete aprons constructed at the site to the satisfaction of the Engineer, measured in place to the nearest tenth of a cubic foot.

GI-2.03.7. PRICE TO COVER

The contract price bid per cubic foot of concrete apron shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, excavation of existing pavement, concrete, steel reinforcement, grout, and restoration of any disturbed adjacent pavement, as may be required, to satisfactorily complete the work; preparation and submission of shop drawings and concrete mix design criteria; supports, forms, joint filler, and joint sealer; curing; damping of the subgrade; to furnish samples for testing; and to maintain the concrete aprons in good condition as specified in **Section 5.05** of the NYC DOT Standard Highway Specifications; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of furnishing and placing fill or backfill, as may be required, shall be deemed included in the contract price bid for Item 4.11 CA – Fill, Place Measurement.

The cost of full depth sawcutting of pavement, as may be required, shall be paid for under Item GI-5.21R – Sawcutting Existing Roadway Pavement.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.03	CONCRETE APRON	C.F.

SECTION GI-2.04
PRECAST POROUS CONCRETE

GI-2.04.1. **DESCRIPTION.** Under this Section, the Contractor shall be required to furnish and install a Precast Porous Concrete Gutter systems adjacent to the curb and a Precast Porous Concrete Walkway system between hydraulically connected Right-of-Way Bioswales (R.O.W.B). Each Precast Porous Concrete system shall include, but not be limited to: 5" thick modular precast porous concrete paving slabs; edge restraints; an un-compacted/screed crushed stone leveling (base) layer; and either a compacted broken stone storage reservoir (subbase) course wrapped in geotextile over a prepared subgrade in the Gutter system or an Open-Graded Stone Base wrapped in geotextile in the Walkway system; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

GI-2.04.2. **MATERIALS.**

A. PRECAST POROUS CONCRETE PAVING SLAB

1. Manufacturer: Stormcrete™ Precast Porous Concrete Paving Slab System manufacturers shall include, but not be limited to, the following:

   Porous Technologies, LLC
   8 Blue Moon Drive
   North Yarmouth, ME 04097
   1-877-271-9055

   Faddis Concrete Products
   1805 Horseshoe Pike
   Honey Brook, PA 19344
   610-269-4685 Office

   Pre-cast Concrete Products of Maine, Inc.
   139 Main Street
   P.O. Box 307
   Topsham, ME 04086
   800-696-8265

   Camp Precast Concrete, Inc
   78 Precast Road
   Milton, VT 05468

2. Each precast porous concrete paving slab shall have permanent lifting points imbedded in the top of the slabs for ease of slab installation, maintenance, removal, and reinstallation; and, shall be reinforced with epoxy coated steel bars as per the Manufacturer's recommendations.

3. Typical dimensions of precast porous concrete paving slab in plan shall be 5 ft. by 1-1/2 ft. for gutters adjacent to bioswales and 5 ft. by 4 ft. for the walkway between hydraulically connected bioswales. All precast porous concrete paving slabs shall be 5 inches thick.

4. Average core compressive strength of at least 3,000 psi at 28 days per ASTM C42/C42M; and shall conform to ACI 522R-06.

5. Infiltration rate in accordance with ASTM C 1701/C 1701M; and shall conform to ACI 522R-06.

6. Concrete average unit weight shall be 125 lb/cf (+/- 5%) conforming to ACI 522R-06.

7. Slab units shall include a minimum of 2 lifting permanent lifting points for the 1.5 ft. x 5 ft. units and a minimum of 4 lifting permanent lifting points for the 4 ft. x 5 ft. units.

8. Precast porous concrete slabs shall be cured by the manufacturer's approved methods. Slabs shall not be shipped until the porous concrete has achieved 85% of the minimum compressive strength.

B. EDGE RESTRAINT

1. Edge restraints installed at exterior sides of precast porous concrete pavers shall be as follows:
   a. Expansion Joint Material and either of the following to be furnished and installed under other concrete items: Precast Concrete, Cut Stone or Cast-in-Place Concrete, as shown on the Contract Drawings.
   b. Manufacturer: Expansion Joint Material shall be from a manufacturer listed in the current New York State Department of Transportation's approved list of Premoulded Resilient Joint Fillers. Precast Concrete, Cut Stone and Cast-in-Place edge restraint shall comply with the requirements of other contract items.
   c. Material Standards for Expansion Joint Material shall comply with the requirements of Section 2.15, Type IV, in the New York City, Department of Transportation, Standard Highway Specification, as currently amended, and shall be either one-quarter (1/4") inch or one-half (1/2") inch thick, at the Contractor's option.

C. BROKEN STONE RESERVOIR (SUBBASE) FOR GUTTER SYSTEMS AND LEVELING COURSE FOR BOTH THE GUTTER SYSTEM AND WALKWAY SYSTEM

1. Use of screened rounded gravel is prohibited.

2. All broken stone material acceptable under this section shall be sound, hard, durable, unweathered stone freshly broken. All broken stone shall be double-washed and clean and free of all fines and debris, not contaminated with clay, and free from any organic or other deleterious material.

3. Broken stone reservoir (subbase) for gutter systems shall be 3/4" (nominal) size conforming to ASTM C 33, Size Number 6 in TABLE 2 Grading Requirements for Coarse Aggregates. Thickness of compacted reservoir course shall be as shown on the Contract Drawings or as otherwise directed by the Engineer.

4. Un-compacted/screed broken stone for leveling course shall be 3/8" (nominal) size conforming to ASTM C 33, Size Number 8 in TABLE 2 Grading Requirements for Coarse Aggregates. Thickness of un-compacted/ screed leveling course layer shall be three (3") inches, unless otherwise shown on the Contract Drawings.

5. Product Substitutions: Substitutions may be allowed for gradations of broken stone storage reservoir (subbase) and leveling course. Compacted broken stone for storage

reservoir (subbase) shall have a minimum porosity of 0.40. All substitutions shall be as approved by the Engineer.

D. OPEN-GRADED STONE (SUBBASE) FOR WALKWAY SYSTEMS

1. Open-graded stone (Subbase) shall be furnished and place under Item No. GI-2.07 and wrapped in geotextile fabric under Item No. GI-209.

D. GEOTEXTILE FABRIC FOR THE GUTTER SYSTEMS

1. Geotextile Fabric used to wrap the broken stone reservoir course in gutter systems shall meet the requirements of Section GI-2.09, herein this Addendum.

GI-2.04.3. SUBMITTALS.

A. The Contractor shall furnish: Shop drawings, in accordance with the requirements of Subsection 1.06.13. of the NYC Department of Transportation, Standard Highway Specifications, showing the installation plan layout of each full and partial precast porous concrete paving slab complete with lifting points in surface, edge restraint detail(s), and geotextile manufacturer specification sheets, indicate materials outside perimeter and profiles/sections.

B. Test results performed by an independent testing laboratory of the following:

1. Particle-size analysis in accordance with ASTM C 136 for the broken stone storage reservoir (subbase) and broken stone leveling course (base) with source(s) of supply noted.
2. Infiltration rate in accordance with ASTM C 1701/C 1701M and bulk density for the precast porous concrete paving slabs conforming to ACI 522R-06.
3. Average Core Compressive strength in accordance with ASTM C42/C42M of cores obtained from the precast concrete paving slabs; conforming to ACI 522R-06.

GI-2.04.4. METHOD OF CONSTRUCTION.

A. CONTRACTOR'S QUALITY CONTROL PLAN

1. A Quality Control Plan shall be furnished by the Contractor at least five (5) working days prior to installing the precast porous concrete paving slab system for the Engineer's approval before commencing work. The plan shall include, but not be limited to, horizontal and vertical layout of the work, installation of edge restraint, fine grading of subgrades, installing geotextile, placing and compacting broken stone reservoir course (subbase) or open graded stone (Subbase) as shown on the Contract Drawings, placing broken stone leveling course (base), and placing precast porous concrete paving slabs.

2. The installation contractor/subcontractor shall have documented experience with the successful installation of precast porous concrete paving slabs similar in complexity of this project.

3. The installation contractor/subcontractor shall use adequate forces to perform this work and shall indicate what equipment and work force he will be using.

4. Precast porous concrete paving slabs shall be visually inspected for completeness, texture and consistency with installation drawings. A small amount of "skinning", not to exceed 5% of the top or bottom of slab surface areas, will be allowed.

5. A review of the Contractor's installation plan will be done in a pre-construction meeting with the manufacturer's representatives, paving slab installation contractor/subcontractor, the Engineer, and the project's Design Engineer.

B. GENERAL

Before paving slabs are installed, the Contractor shall ensure that all materials and preparation for subbase and edge restraints are acceptable to the installer and manufacturer of precast pervious concrete paving slabs. Preparation of subbase materials shall include proper compaction procedures, placement of geotextile fabric as shown on the Contract Drawings, conditions of subgrade soils, and any other potential obstructions to a satisfactory installation as specified herein.

C. WEATHER CONSIDERATIONS

1. Do not place and/or compact broken stone subbase in rain or snow, or on saturated or frozen subgrade.

2. Do not place and/or screed broken stone base in rain or snow, or on saturated or frozen subbase.

3. Do not install precast porous concrete slabs in rain or snow, or on saturated or frozen base.

D. DELIVERY, HANDLING AND STORAGE OF PRECAST POROUS CONCRETE PAVING SLABS

1. Coordinate delivery to not interfere with other construction and avoid delays.

2. Slabs shall be offloaded two at-a-time by forklift operated by a trained and experienced operator. Forklift must be equipped with 6-ft. long forks to safely offload slabs. Slabs delivered on pallets can be offloaded in its entirety.

3. Verify safe load capacity of forklift in accordance with Occupational Safety & Health Administration (OSHA) recommended practices. Only use forklifts with adequate safe load capacity.

4. Store slabs on level ground and propped with 4-in. by 4-in., minimum, timbers placed parallel to one another located directly beneath imbedded lifting points. Place timbers between each slab.

5. Slabs shall be stored in stacks not more than 6 slabs high.

6. Store slabs such that they are kept free from mud, dirt, grass cuttings, accumulation of foliage and debris.

E. STOCKPILING AND SAMPLING OF BROKEN STONE RESERVOIR AND LEVELING COURSE AGGREGATE

All material shall be stockpiled, unless otherwise directed. Stockpile construction requirements, sampling, testing and acceptance/rejection procedures shall be as stipulated in the appropriate New York State Department of Transportation publication in affect at the time of advertisement.

No material shall be added to a stockpile after the stockpile has been sampled for approval. Only material from approved stockpiles shall be placed on the subgrade for this section. The presence of any oversize particles in the stockpile will be cause for rejection of the entire stockpile. No material shall be removed for use from any stockpile until the stockpile has been sampled, tested, and approved in writing, by the Engineer, for placement on the subgrade. It shall be the duty of the Contractor to furnish suitable and approved excavating equipment for such sampling. Approval of a stockpile for placement on the subgrade shall not relieve, in any degree, the full responsibility of the Contractor to furnish, in its compacted position, a subbase course of select granular materials, the final condition of which conforms to all the requirements of the specifications for this section. In the event the Contractor shall have a plant or procedure resulting in subbase course material of uniform quality, at a rate satisfactory to the Engineer, and such that satisfactory samples for tests can be obtained, the requirement for stockpiling may be waived. Prior approval of the Engineer must be obtained and the work must be done in accordance with such conditions as may be imposed in the approval. Such waiver shall remain in force only so long as a satisfactory material is produced.

F. EXCAVATION AND EARTH SUBGRADE FOR GUTTER INSTALLATIONS

The Contractor shall be required to full depth saw cut the roadway pavement as required to install precast porous concrete pavers within the gutter, as shown on the Contract Drawings. Excavation shall be made to dimensions sufficient to accommodate placement of the broken stone reservoir course material.

G. INFILTRATION SYSTEM SUBGRADE PREPARATION

1. Verify that the broken stone reservoir course or open graded stone base, as shown on the Contract Drawings, has been properly placed within the trench and compacted as approved and accepted by the Engineer.

2. The subgrade under the broken stone reservoir course shall not be compacted or permanently covered with geotextile, unless otherwise shown on the Contract Drawings or directed by the Engineer.

3. Prepared subgrades shall not be subject to construction equipment traffic.

4. Where erosion has caused accumulation of sediment or ponding on the subgrade, remove sediment with light equipment and/or manually. Scarify the underlying soils to a minimum depth of 6 inches with a York type rake, or equivalent equipment.

5. Restore any subgrade areas damaged by erosion, ponding, or traffic compaction to design line and grades prior to installation of storage reservoir course (layer) .

H. INSTALLATION

1. Acceptance of Site Conditions:

The Contractor shall inspect, accept and document in writing to both the Engineer and the slab installation contractor/subcontractor that site conditions meet specifications for the following prior to installation of concrete paving slabs.

a. Verify that subgrade is dry and relatively compacted, surface tolerances and elevations conform to Construction Drawings and specified requirements.
b. Verify location, type, and elevations of edge restraints, utility structures, manholes, and valve boxes.
c. Do not proceed with installation of precast porous concrete paving system until site conditions are corrected by the Contractor or designated subcontractor.

2. General

a. Any excess thickness of soil placed over the soil subgrade to trap sediment transported by runoff from adjacent construction areas shall be removed before placement of geotextile when shown on the Contract Drawings and the storage reservoir layer.
b. Keep areas where precast porous concrete paving slabs are to be installed free of sediment during the entire construction period. Geotextiles when shown on the Contract Drawings and storage reservoir broken stone contaminated with sediment shall be removed and replaced with clean materials.
c. Do not damage drainpipes, underdrains, observation wells, roadway boxes, manholes or any other utilities during installation. Report any damage immediately to the Engineer.

3. Geotextile Fabric

a. Place the geotextile on the prepared subgrade and side slopes for it to wrap around the stone reservoir course and open graded stone, as shown on the Contract Drawings. Also place geotextile conforming to the requirements of Section GI-2.09 to wrap around the broken stone reservoir.

b. Secure geotextiles in place to prevent shifting, wrinkling or folding during placement of the broken stone reservoir course and the leveling course.

c. Overlap geotextile edges a minimum of 12 inches in the direction of drainage flow.

4. Broken Stone Reservoir Course in Gutters Systems

a. Place 3/4" (nominal) size broken stone, conform to ASTM C 33 Size Number 6 over the prepared subgrade and spread and level evenly by raking to a minimum thickness of six (6") inches. Do not disturb prepared subgrade or shift, wrinkle or fold the geotextile fabric and/or impermeable liner when and where place as shown on the Contract Drawings.

b. The broken stone reservoir course material shall be spread in equal thickness layers. The spreading of any layer of this material shall be done with spreader equipment approved by the Engineer, and to such thickness that the maximum depth of the layer, after compaction, will be 6 inches. Spreading from piles dumped on the roadway will not

be permitted. No segregation of large or fine particles will be allowed, but the material, as spread, shall be well graded, with no pockets of fine material. Water shall be added in such amounts as the Engineer may consider necessary to obtain satisfactory compaction.

c. Compact layers with an approved vibrating plate compactors or impact rammers until there is no visible movement, weaving or deflection in the surface of the broken stone reservoir course.

d. The surface tolerance of the compacted broken stone reservoir course shall be + 3/4 in. under a 10 ft. straightedge.

e. Compacted storage reservoir area shall not substantially exceed that which is covered by paving slabs by the end-of-day.

f. The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

5. Leveling Course Layer (Un-compacted/Screed Broken Stone). Prior to placing the leveling course layer, the subbase surface tolerance shall not be more that ±3/8 inch over a 10 ft. straight edge.

   a. Place and spread ASTM C 33 Size Number 8 crushed stone evenly over the screed rails to a thickness of 2 to 3 inches. Level surface of crushed stone with screed.
   b. Do not compact or disturb screed leveling layer.
   c. The surface tolerance of the screed leveling layer shall be + 1/4 inch under a 10 ft. straightedge.
   d. Screed leveling layer placed shall not substantially exceed that which is covered by paving slabs by the end-of-day.

I. EDGE RESTRAINT

1. Edge restraints shall be either the existing pavement surface or required to be furnished and installed under other contract items, as shown on the Contract Drawings.

J. PAVING SLAB PLACEMENT

1. Since the uniformity of the leveling (base) layer determines the differential settlement between precast porous concrete paving slabs, the slab installer shall not be permitted to correct deficiencies in the leveling layer surface with additional stone, raking, compaction or by other similar means. The Contractor shall be required to check and accept the surface of the leveling layer, in writing to Engineer, prior to placing precast porous concrete paving slabs.

2. Paving slabs shall only be lifted and placed using swivels and spreader chains. Chains, cables or slings should never be wrapped around the paving slabs for lifting under any circumstances. Swivels shall be securely bolted snug but not over-tightened to avoid damage to the surface.
3. Place units hand tight without using metal hammers, pry bars or drift pins. Make

horizontal adjustments to placement of laid slabs with wood wedges and levers, and rubber mallets as needed. Joint widths and lines shall be continually straightened as paving proceeds.

4. Unless otherwise recommended by the manufacturer of the precast porous concrete paving slabs, provide joints between slabs of 1/4" wide using spacers provided by the manufacturer of the precast porous concrete paving slabs. No joints shall exceed 1/4" in width.

5. Joints shall be left open. No stone or sand is to be placed in joints.

6. Joint lines shall not deviate more than ±1/2 inch over 50 ft. from string lines.

7. Fill gaps at the edges of the paved area with properly-sized end slabs.

8. Cut end slabs to be placed along the edge or corners with a masonry saw. Cut units shall be no shorter than 1/4 of a whole slab.

9. Keep skid steer and forklift equipment off unrestrained paving slabs.

10. After an area is completely paved, set the precast porous concrete slabs into the screed broken stone leveling course layer by trafficking with light rubber-tired equipment.

11. Remove and replace any slabs cracked or damaged during installation with new ones. Reset slabs not in conformance with specified installation tolerances

12. Check final surface elevations of set slabs for conformance to design drawings. The final surface tolerance from grade elevations shall not deviate more than ± 3/8 inch under a 10 ft. straightedge.

13. The surface elevation of set slabs shall be flush with manholes or the top of utility structures.

K. PROTECTION

After work in this section is complete, the Contractor shall be responsible for protecting the precast porous paving slab system from damage and/or contamination with mud, dirt, grass cuttings, accumulation of foliage and debris. Use plastic caps to fill permanent lifting points to protect the holes from filling with dirt or debris.

GI-2.04.5. METHOD OF MEASUREMENT.

A. The quantity to be measured for

ITEM NO. GI-2.04W - PRECAST POROUS CONCRETE WALKWAY, 4 FT. WIDE

shall be the number of 5' long by 4' Wide Porous Concrete Walkways slabs actually installed at the site between hydraulically connected R.O.W.B. to the satisfaction of the Engineer.

B. The quantity to be measured for

ITEM NO. GI-2.04G – PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE

shall be the length in linear feet of 1-1/2 ft. Wide Precast Porous Concrete Gutter actually installed at the site to the satisfaction of the Engineer.

GI-2.04.6. PRICES TO COVER.

A. The contract price bid for

ITEM NO. GI-2.04W - PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE

shall be a unit price per each 5" thick Precast Porous Concrete Walkway, 4 Ft. Wide, and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install each precast porous concrete walkway paving slab including, but not limited to, furnishing and installing expansion joint material and crushed stone leveling course material; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of saw cutting of pavement, excavation, furnishing and installing edge restraints, compacted broken stone (subbase) course, geotextile, and restoration of street and sidewalk pavements if required, shall be paid for under other contract items as appropriate.

B. The contract price bid for

ITEM NO. GI-2.04G - PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE

shall be a unit price per linear foot of Precast Porous Concrete Walkway, 1-1/2 Ft. Wide, and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install a 5" thick precast porous concrete gutter system including, but not limited to, furnishing and installing expansion joint material, compacted broken stone (subbase) course, leveling course, and geotextile; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of saw cutting of pavement, excavation, furnishing and installing edge restraints, and restoration of street pavement, if required, shall be paid for under other contract items as appropriate.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.04G	PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE	L.F.
GI-2.04W	PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE	EACH

SECTION GI-2.05
STONE STRIP BED

GI- 2.05.1. INTENT

This section describes the stone strip bed with and without epoxy bonding. The Contractor shall install the stone strip bed, with and without epoxy coating, of the size, depth and limits as shown on the Standards for Green Infrastructure.

GI- 2.05.2. MATERIALS

(A) Crushed stone shall conform to the NYCDOT Standard Highway Specification **Section 2.02**, Type 1 - Broken Stone, Grade B, and shall be washed and conform to the following gradation:

Percentage of Dry Weight

Sieve Size	Passing Designated Sieve Size
2"	100
1.5"	25-50
1"	0-10

(B) Epoxy bonding agent shall consist of an approved exterior grade industrial type, clear, non-toxic, UV-stable bonding material.

GI-2.05.3. RELATED SECTIONS

GI-2.06 – L-Shaped Edging

GI-2.05.4. CONSTRUCTION METHODS

Stone Strip shall be placed as per Contract Drawings. Then Epoxy Bonding Agent shall be applied to Stone Strip in places where indicated on the Contract Drawings.

Epoxy bonding agent is to be spray on clean and dry stone surfaces to sufficiently bond top layer of stone but at a rate no less than recommended by the manufacturer. Do not install if rain is expected within 12 hours. Do not cover area with plastic. Install when outdoor temperature is 50 degrees or above and will not drop below 50 degrees F. for at least 12 hours. Allow 24 hours to cure. If the temperature is around 50 - 50 degrees F. then it may take up to 48 hours to cure.

SUBMITTALS:

Prior to the procurement of epoxy bonding agent, the following information and samples are required for review and approval for each source:

1. Product Data: Submit product data provided by manufacturer.
2. Submit a copy of the MSDS for Epoxy Bonding Agent.

GI-2.05.5. MEAUREMENT AND PAYMENT

The quantity of STONE STRIP BED to be measured for payment shall be the number of cubic yards of crushed stone incorporated in the finished work, measured in place, to the satisfaction of the Engineer.

The contract price bid per cubic yard of STONE STRIP BED shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and place an approved crushed stone bed at the site to complete the work and shall include, but not be limited to, furnishing and applying epoxy bonding material where specified; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.05	STONE STRIP BED	C.Y.

SECTION GI-2.06
L-SHAPED EDGING

GI-2.06.1. INTENT

This section describes the landscape L-shaped edging adjacent to the stone strip bed in bioswales.

GI-2.06.2. KIND

Edging shall consist of an L-shaped rigid PVC or aluminum edge restraint product, a minimum of six (6) inches high by five (5) inches wide, in up to ten (10) foot lengths. The thickness of the material shall be a minimum of 0.15 inches for PVC or 0.115" for aluminum. Drainage holes flush with the horizontal leg shall be present on both the sides of the L-shaped edging. Nine (9) inch minimum length stakes shall be installed a minimum of every two (2) feet on center. The color of the edging shall be black.

Edging shall be Teco-Edg Specialty Edge Restraint manufactured by Oly Ola Edgings, Inc. in Villa Park, IL; GeoEdge Aluminum Green Building Edging manufactured by Permaloc Corporation in Holland, MI; or an approved equivalent edging. Submit product cut sheets as shop drawings for the Engineer's approval prior to ordering the product.

GI-2.06.3. DESCRIPTION

Edging shall be installed to support and contain the stone strip bed in bioswales where required, as shown on Contract Drawings and in accordance with the specifications and the directions of the Engineer.

GI-2.06.4. CONSTRUCTION METHODS

Edging shall be installed true to line and grade in accordance with the drawings and as directed by the Engineer. The foot of the "L" of the edging shall face towards the curb, and the top of the "L" shall be at the concrete apron inlet and outlet elevations and in line with top of curb between these locations and at the ends of the Right-of-Way Bioswale (R.O.W.B.). The stone strip bed, under Item GI-2.05, shall then be placed on top of the edging as per the Contract Drawings and as directed by the Engineer.

GI-2.06.5. RELATED SPECIFICATIONS

Section GI-2.05 – Stone Strip Bed

GI-2.06.6. MEASUREMENT AND PAYMENT

The quantity of L-Shaped Edging to be measured for payment shall be the number of linear feet of edging incorporated in the finished work, to the satisfaction of the Engineer.

The contract price bid per linear foot of L-Shaped Edging shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and place approved "L" shaped Edging at the site to complete the work including, but not limited to, furnishing and installing 9" stakes, "H" clips and caps for joining lengths of edging; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.06	L-SHAPED EDGING	L.F.

SECTION GI-2.07
OPEN GRADED STONE BASE

GI-2.07.1. INTENT

This section describes the open graded stone base.

GI-2.07.2. KIND

All materials for this work shall comply with the latest New York State Department of Transportation, Standard Specifications, Coarse Aggregate, **Section 703-02**. The material shall be #5 crushed stone (or larger) that is washed and sorted between 3" and 4".

GI-2.07.3. DESCRIPTION

The thicknesses and locations of the "open-graded stone base" shall be as shown on the Standards for Green Infrastructure or as determined by field conditions and ordered by the Engineer.

GI-2.07.4. CONSTRUCTION METHODS

(A) Prior to the placement of any stone base material, the Contractor shall submit a representative sample of the open graded stone base material to the Engineer for his written approval.

(B) Prior to backfilling with the Open Graded Stone Base material, the subgrade of the bioswale footprint shall be scarified to ensure no compaction of the subgrade and the sides of the bioswale excavation shall be prepared by removing any sharp objects which may tear or damage the geotextile fabric, or the HDPE Barrier, to be furnished and installed under Item No. GI-2.08, where directed, and Item No. GI-2.09, around the sides and top of the open graded stone base as shown on the Contract Drawings and as directed by the Engineer. The Contractor shall be required to anchor the geotextile fabric in place around the sides of the excavation and the HDPE Barrier in place where directed, in a manner approved by the Engineer, until the fabric and the HDPE Barrier is supported by the open graded stone base. Then after the open graded stone base has been place to the elevation shown on the Contract Drawings, the geotextile shall be overlapped on top of the stone base by at least thirty-six (36") inches. If the geotextile is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric which will overlap the undamaged fabric at least six (6") inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

(C) The open graded stone base material shall be placed by gravity with no additional compaction, except for the application of water. Spreading from piles dumped on the roadway or sidewalk will not be permitted. No segregation of large or fine particles will be allowed, but the material, as spread, shall be well graded, with no pockets of fine material. Water shall then be added in such amounts as the Engineer may consider necessary to obtain satisfactory compaction.

(D) The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

GI-2.07.5. MEASUREMENT

The quantity of OPEN GRADED STONE BASE to be measured for payment shall be the number of cubic yards of open graded stone incorporated in the finished work, measured in vehicles used for delivery at the project site(s), to the satisfaction of the Engineer.

GI-2.07.6. PRICE TO COVER

The contract price bid per cubic yard of OPEN GRADED STONE BASE shall cover the cost of all labor, materials, equipment, insurance, and necessary incidentals required and completing the work, including,

but not limited to, furnishing and laying open graded stone, and furnishing and applying water; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for furnishing and installing **GEOTEXTILE FABRIC** will be made under Item No. GI-2.09.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.07	OPEN GRADED STONE BASE	C.Y.

SECTION GI-2.08
HDPE BARRIER

GI-2.08.1. INTENT

This section describes the HDPE BARRIER. The purpose of the HDPE Barrier is to provide an impermeable layer which does not allow water to pass through it. The HDPE barrier shall be installed where required, as shown on Contract Drawings and in accordance with the specifications and the directions of the Engineer.

GI-2.08.2. KIND

The HDPE barrier shall consist of High Density Polyethylene (HDPE) Geomembrane sheets not less than 60 mil thickness, meeting or exceeding Geosynthetic Research Institute (GRI) Test Method GM13.

GI-2.08.3. SUBMITTALS

(A) The Contractor, prior to the start of work, shall submit to the Engineer for approval samples of the geomembrane in accordance with the requirements of Section 1.06.31, in the NYCDOT Standard Highway Specifications.

(B) Certified material test reports showing that the geomembrane meets the specified requirements shall be submitted for each shipment and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of ASTM and GRI test method GRI GM 13.

(C) The manufacturer shall submit certified test date to cover each shipment of the material.

GI-2.08.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) HDPE geomembrane sheets supplied for the project shall meet or exceed all required physical characteristics as defined below:

1. HDPE Geomembrane - High quality, high density polyethylene (HDPE) geomembrane specially formulated with virgin formulated polyethylene.
2. Thickness - Thickness shall not be less than (minimum average) 60 mil, measured in accordance with ASTM D5199.
3. Density - The Density shall not be less than 59 lb/ft^3, measured in accordance with ASTM D1505.
4. Tear resistance - Tear resistance shall not less than 40 lb., measured in accordance with ASTM D1004.
5. Puncture Resistance - Puncture Resistance shall not be less than 100 lb., measured in accordance with ASTM D4833.
6. The HDPE Barrier shall be strong enough to resist both rot and insects.

GI-2.08.5. CONSTRUCTION METHODS

(A) Delivery - Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.

(B) Storage - Store materials in a clean, dry area in accordance with manufacturer's instructions.

(C) Handling - Protect materials during handling and installation to prevent damage.

(D) Prior to the installation of the HDPE Barrier, the Contractor shall excavate the Bioswale area to the satisfaction of the Engineer.

(E) Install HDPE Barrier as indicated on the Standards for Green Infrastructure.

(F) The HDPE Barrier shall be placed in one piece directly on the vertical face of the excavation. No splicing will be permitted.

(G) No equipment, materials or machinery shall be placed on or be transported over exposed HDPE Barrier.

(H) The HDPE Barrier shall be placed as shown on the Contract Drawings and as directed by the Engineer. Care shall be taken in the placement of backfill under other items so as to prevent dislocation of the HDPE Barrier. If the HDPE Barrier is ruptured during installation, the rupture shall be covered with a patch of new HDPE Barrier that will overlap and adhered to the undamaged area by at least six (6") inches in all directions using a standard HDPE joining method to restore its waterproof integrity. No additional payment will be made for the repair.

GI-2.08.6. MEASUREMENT

The quantity of HDPE Barrier to be measured for payment shall be the number of square feet of geomembrane installed at the site to the satisfaction of the Engineer. Measurement shall be made to the nearest square foot installed at each bioswale.

GI-2.08.7. PRICE TO COVER

The contract price for HDPE Barrier shall be a unit price bid per square foot and shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, handle, store, and install HDPE Barrier sheets, including, but not limited to, sheeting and bracing, cutting holes in the sheets for utilities, furnishing and installing stainless steel anchor bars and fastenings at the top of the sheet and caulking bead along the top seam of the HDPE membrane and the concrete curb or header; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.08	HDPE BARRIER	S.F.

SECTION GI-2.09
GEOTEXTILE FABRIC

GI-2.09.1. INTENT

This section describes geotextile fabric. The Contractor shall furnish and install non-woven geotextile - drainage fabric in accordance with the Standards for Green Infrastructure, and as directed by the Engineer.

GI-2.09.2. KIND

Geotextile fabric shall comply with the requirements specified in **Subsections GI-2.09.4. and GI-2.09.5.**, below.

GI-2.09.3. SUBMITTALS

(A) All submittals shall be submitted for review and approval prior to purchase and shall be made in accordance with the requirements of the NYCDOT Standard Highway Specifications, General Conditions, **Subsection 1.06.31**.

(B) Samples: The Contractor shall furnish two (2) labeled samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

(C) Certified laboratory test results meeting or exceeding the below criteria shall be supplied with the submittal information.

GI-2.09.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Drainage application is defined as a soil to geotextile system that allows for long-term, adequate liquid flow normal to the geotextile with limited soil loss across the plane of the geotextile.

(B) Fibers used in the manufacture of drainage geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical properties. Geotextiles used in drainage applications shall conform to the following properties for Non-Woven Geotextile Drainage:

Property	ASTM Test	Requirements
Structure		Non-Woven
Elongation	ASTM D4595	≥ 50%
Grab Strength (Min.)	ASTM D4632	700N (157 LBS)
Tear Strength (Min.)	ASTM D4533	250N (56 LBS)
Puncture Strength (Min.)	ASTM D4833	250N (56 LBS)
Permittivity (Min.)	ASTM D4491	0.21 / sec.
Apparent Opening Size (Max.)	ASTM D4751	0.25 mm (0.0098 inch) Std. No. 60 sieve

GI-2.09.5. BRAND

(A) Geotextiles shall be as manufactured by Advanced Drainage Systems, Inc., Hillard, OH; by Carthage Mills, Cincinnati, OH; by Mirafi, Inc., Charlotte, NC; or other approved manufacturer.

GI-2.09.6. CONSTRUCTION METHODS

(A) Each geotextile roll shall be wrapped with a material that will protect the geotextile, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, and any environmental condition that may damage the physical property values of the geotextile.

(B) Prior to installation of geotextile, the ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. Install geotextile at elevations and alignments as indicated on the drawings or as directed by the Engineer. The drainage geotextile shall be placed loosely with no wrinkles or folds. Care will be taken to place the geotextile in intimate contact with the soil so that no void spaces occur between the geotextile and trench or ground. Where the geotextile is to be installed in a trench, the geotextile shall be overlapped at the top of the trench, twelve (12) inches or the full width of the trench, whichever is less. If the geotextile is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric which will overlap the undamaged fabric at least six (6) inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

Overlaying material shall be place within a period of two (2) weeks whether the fabric is subject to damage from sunlight or not.

GI-2.09.7. MEASUREMENT

The quantity of GEOTEXTILE FABRIC to be measured for payment shall be the number of SQUARE YARDS actually installed at the site, in its final position, to the satisfaction of the Engineer. No quantity will be included for material used for repair of tears or for material used to provide the overlaps.

GI-2.09.8. PRICE TO COVER

The unit price bid per SQUARE YARD for GEOTEXTILE FABRIC shall cover the cost of furnishing all labor, material, equipment, insurance, submittals, soil testing, if necessary, and incidental expenses required to complete the work; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment for Excavation, Open Graded Stone Base, Engineered Soil, Gabions, and backfill or clean borrowed fill shall be paid for separately under other contract items as appropriate.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.09	GEOTEXTILE FABRIC	S.Y.

SECTION GI-2.10
STEEL TREE PIT GUARDS

GI-2.10.1 INTENT

This section describes steel tree pit guards. The Contractor shall furnish and install Steel Tree Pit Guards in accordance with the Standards for Green Infrastructure, unless otherwise specified below and as directed by the Engineer.

GI-2.10.2 KIND

Steel tree pit guards shall conform to Specifications C1015 of the American Iron and Steel Institute (ANSI).

GI-2.10.3 SUBMITTALS

(A) The Contractor shall submit for the approval of the Engineer finished samples of parts of the tree pit guards. The workmanship and finish of the final product shall be equal to the approved samples. Also, the Contractor shall submit detailed shop drawings of tree pit guards for the approval of the Engineer.

(B) Paint Substitution: A written request for paint substitution must be submitted to the Engineer for approval. Contractor shall submit this request, along with manufacturer's data sheets for approval, a minimum of two weeks prior to the intended date of paint application. All paint substitutes must be approved in writing prior to use.

GI-2.10.4. CHEMICAL AND PHYSICAL REQUIREMENTS

Steel Tree Pit Guards shall be constructed of bars, posts, and rails of the sizes shown on the plans. All material shall conform to Specifications C1015 of the A.I.S.I.

GI-2.10.5. MATERIALS

(A) All metal for the steel tree pit guards shall conform to Specifications C1015 of the A.I.S.I.

(B) Concrete for encasement of the tree guard posts shall comply with the requirement of NYC Department of Transportation Standard Highway Specifications, **Section 3.05**, Class B-32, Type IA.

(C) Round column forms for concrete shall be sonotube or similar type form six (6") inches in diameter.

GI-2.10.6. CONSTRUCTION METHODS

(A) After the open graded stone base has been furnished and placed under Item GI-2.07 within the excavated bioswale area, the Contractor shall set in place the round column forms used to embed the spikes of the steel tree pit guards in concrete. The round column forms shall be set on top of the open graded stone base and partially embedded in the Engineered Soil under Item GI-2.13, as shown on the Contract Drawings, prior to embedding the steel spikes for encasement in concrete.

(B) Steel Tree Pit Guards shall be fabricated in strict accordance with the plans and approved shop drawings. Posts, pickets, bars, and rails shall be formed into panels of the shapes shown on the Contract Drawings. Joints shall be completely welded with welds of proper size and shape. All welds shall be ground smooth to a neat finish. Connections shall be provided as indicated on the plans. Welding shall conform to current industry requirements for this type of application.

(C) Steel spikes shall be concrete encased as shown on the Contract Drawings.

(D) Posts and pickets shall, in all cases, be set truly vertical. Rails and bars shall be parallel to grade as shown on the Contract Drawings. Panels shall be curved as required by the work. Dimensions of individual tree pit guards may vary as required by existing site conditions, in accordance with the directions of the Engineer.

(E) Steel tree pit guards shall receive three (3) shop applied coats of paint. A field applied touch-up coat shall be applied at the discretion of the Engineer. Immediately prior to painting, all surfaces of

framework shall be thoroughly cleaned free of debris. All surfaces that are rust free shall be treated in accordance with SP-1, Solvent Cleaning. Treatment shall be performed with a solvent such as mineral spirits, xylol, or turpentine to remove all dirt, grease, and foreign matter. Surfaces that show evidence of scale and rust shall be cleaned in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wire brushes, sandpaper, hand scrapers, or hand impact tools or SP-3, Power Tool Cleaning, a method generally confined to power wire brushes, impact tools, power sanders, and grinders in order to achieve a sound substrate. After the steel tree pit guards have been cleaned and prepared, they shall be painted as follows:

(1) First Coat (Shop Applied): Sherwin Williams # E41N1 Metal Primer, Brown, or approved equivalent. Primer is an alkyd oil, flat finish coating having a dry film thickness of 3 to 4 mils. Paint requires twenty four (24) hours drying time before recoating. Performance shall meet or exceed the standards of Federal Specification TT-P-86H.

(2) Second Coat (Shop Applied): Sherwin Williams High Solids Alkyd Metal Primer, B50 Series, Reddish Brown, or approved equivalent. Primer is an alkyd, low luster coating having a dry film thickness of 3-5 mils. Paint requires four (4) hours drying time before recoating (with alkyds)

(3) Third Coat (Shop Applied): Sherwin Williams Silicone Alkyd Low VOC B56Z Black, or approved equivalent. Topcoat is a silicon alkyd, high gloss coating having a dry film thickness of 2 - 4 mils. Paint requires sixteen (16) hours drying time @ 45° F; eight (8) hours @ 77°F. (tack free).

(F) Alternative paint manufacturers shall be Devoe and Reynolds, Co.; Pratt and Lambert, Inc.; Pittsburgh Plate Glass Company; Sapolin; or other approved manufacturer. All paints used shall be compatible and the product of the same manufacturer.

(G) All paints shall be applied when ambient air temperature is forty-five (45) degrees F. and rising and when surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. Refer to the Dew Point Chart at the end of this section to find the minimum allowed moisture free temperature.

DEW POINT CALCULATION CHART (FAHRENHEIT)
AT 30 HG BAROMETRIC PRESSURE

Ambient Air Temperature °F

% Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90	18	28	37	47	57	67	77	87	97	107	117
85	17	26	36	45	55	65	75	84	95	104	113
80	16	25	34	44	54	63	73	82	93	102	110
75	15	24	33	42	52	62	71	80	91	100	108
70	13	22	31	40	50	60	68	78	88	96	105
65	12	20	29	38	47	57	66	76	85	93	103
60	11	19	27	36	45	55	64	73	83	92	101
55	9	17	25	34	43	53	61	70	80	89	98
50	6	15	23	31	40	50	59	67	77	86	94
45	4	13	21	29	37	47	56	64	73	82	91
40	1	11	18	26	35	43	52	61	69	78	87
35	-2	8	16	23	31	40	48	57	65	74	83
30	-6	4	13	20	28	36	44	52	61	69	77

Dew Point: The temperature at which moisture will condense on the surface. No coatings should be applied unless the surface temperature is a minimum of 5°F above this point. Temperature must be maintained during curing.

Example: If air temperature is 70°F and relative humidity is 65%, the dew point is 57°F. No coating should be applied unless the surface temperature is 62°F minimum.

(H) After placement of the open graded stone base, under Item No. GI-2.07 as shown on the Contract Drawings, the Contractor shall set and support the fence in place at the proper lines and grade for encasement of the posts in concrete on top of the stone base as shown on the Contract Drawings. The lowest portion of the steel band at the bottom of all side rails shall be set one (1") inch above the finished grade of the adjacent sidewalk. Any guards not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense.

GI-2.10.7 MEASUREMENT

The quantity of each type of STEEL TREE PIT GUARD to be measured for payment shall be the number of LINEAR FEET of tree pit guards erected, complete, in place to the satisfaction of the Engineer, measured along the top rail.

GI-2.10.8. PRICES TO COVER

The unit price bid per LINEAR FOOT of each type of STEEL TREE PIT GUARD shall cover the cost of all labor, material, equipment, insurance, and incidentals required to fabricate, furnish and erect tree pit guards including, but not limited to, welding and painting, furnishing, placing and trimming the 6" diameter tube forms, and furnishing and placing concrete for encasement of the steel tree pit guard spikes; all in accordance with the Contract Drawings, the specifications and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.10A	STEEL TREE PIT GUARD - TYPE 'A'	L.F.
GI-2.10B	STEEL TREE PIT GUARD - TYPE 'B'	L.F.
GI-2.10C	STEEL TREE PIT GUARD - TYPE 'C'	L.F.
GI-2.10D	STEEL TREE PIT GUARD - TYPE 'D'	L.F.

SECTION GI-2.11
PLANTING WOODY AND HERBACEOUS PLANT MATERIAL IN THE BIOSWALE

GI-2.11.1. INTENT

This section describes planting of woody and herbaceous plant material. The Contractor shall furnish, plant, and maintain all material specified in the plant schedule in accordance with the plans and specifications or as directed by the Engineer. The Contractor shall be liable for any damages to property caused by his planting operations and all areas and construction disturbed shall be restored to their original condition to the satisfaction of the Engineer.

GI-2.11.2. DESCRIPTION

The Contractor shall provide all labor, materials, equipment, insurance and incidentals required to furnish and plant the scheduled woody and herbaceous plant material in the bioswale planting beds, as shown on the Standards For Green Infrastructure and in accordance with the specifications and the directions of the Engineer. The Contractor shall be liable for any damages to property caused by planting operations, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Engineer, at no cost to the City.

GI-2.11.3. MATERIALS

(A) Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 1998 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Engineer in consultation with the NYC Department of Parks and Recreation's Chief of Forestry & Horticulture.

(B) Burlap: Burlap shall be a natural fabric. No nylon burlap shall be permitted.

(C) Cord or Rope: Cord or rope shall be sisal twine. Nylon rope shall not be permitted.

GI-2.11.4. QUALITY

(A) All plants shall be typical of their species or variety. They shall have normal, well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, dead or broken branches, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation and weeds. All plant material shall be tagged by the Department of Parks and Recreation's Central Forestry, Horticulture & Natural Resources staff or the Engineer shall reject all plant materials not meeting the above specifications.

(B) All plants shall be nursery-grown, unless otherwise stated. All shrubs shall have been growing under similar climatic conditions as the locations of this project for at least two (2) years prior to the date of the contract. Plants held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a subgrade favorable to good root development. All collected material shall be clean sound stock, free from decaying stumps.

(C) Herbaceous plants, vines, and groundcover shall be vigorous healthy plants, a minimum two (2) years old, from cuttings, seed, or division, with well-developed root systems and crowns, as specified in the Plant Schedule. Bulbs, corms, tubers and rhizomes shall be firm, non-desiccated, and certified free of disease and viral infection, of the sizes, grades, and varieties indicated in the Plant Schedule.

GI-2.11.5. PLANT SOURCES FOR NATIVE PLANTS ONLY, WHERE APPLICABLE

(A) Native plant stock must be used when specified on designs and should be used whenever possible and appropriate. Native plant material must be derived from the local genotypes of the native plants specified. For purposes of this native plant material paragraph, "local" shall mean within 250 miles from the planting site. However, a reasonable effort shall be made to obtain sources of plant material as close to the planting site as possible. All plants must have been grown in a hardiness zone no warmer than Zone 7 or colder than Zone 5 as determined by the USDA Agricultural Research Service, Plant

Hardiness Zone Map. Plant quality shall be typical of their species. Plant material should exhibit the range of variation typical of local genotypes of the species as determined by the Engineer. They shall have normal branching and vigorous fibrous root systems. They shall be sound, healthy plants, free from sunscald injuries, or other mechanical injury, plant diseases, insect eggs, borers and all forms of infestations. All plants shall be nursery grown unless otherwise stated. Collected material will not be accepted. Except as may otherwise be specified in this native plant material paragraph, all other sections of this Plant Material specification shall also apply to the Native Plants. The native plant material, subject to availability and adherence to the requirements of this paragraph, may be purchased from the following nurseries or approved equivalent nurseries:

Greenbelt Native Plant Center, Staten Island, NY: 781-370-9044.

Pineland's Nursery, Columbus, NJ

Wild Earth, Freehold, NJ

Sylva Native, New Freedom, PA

GI-2.11.6. ORDERING PLANT MATERIALS

(A) The Contractor shall notify the Engineer of the unavailability of any tree, shrub, herbaceous plant, or bulb species designated in the contract, as well as provide confirmation to the Engineer of all orders from all sources of supply. Any request for species substitution due to unavailability must be submitted in writing to the Engineer, within fifteen (15) days of the award of contract. The Contractor must include the names and addresses of at least ten (10) nurseries they have contacted in an effort to locate these species, and the list shall be submitted to the Engineer. All nurseries supplying material shall be required to have a registration certificate from the Department of Agriculture and Markets, Division of Plant Industry, New York, or any other state where plant material is obtained, certifying that plant material is apparently free of injurious insects and diseases.

GI-2.11.7. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Plant material

Plant material shall be as shown on the Planting Schedule as shown on the Contract Drawings. Where applicable, the Contractor shall provide freshly dug plant material. Cold storage or previously dug plants will not be acceptable. The Contractor shall not prune prior to delivery unless otherwise directed and approved by the Engineer or representative. Plants that are pruned without authorization from the Engineer will be rejected. Plant material shall be delivered to the site in such a manner as to not damage the bark, break branches, or destroy the natural shape of the plant. To protect plant material from desiccation, the Contractor shall when deemed appropriate and only on appropriate plant material, apply an approved anti-desiccant 48 hours prior to transporting and fully cover plant material during transportation to the planting site. Plant material shall not be dropped or in any way be mishandled during unloading. Plants damaged during transportation to the site will be immediately rejected. Unacceptable conditions shall include, but not be limited to, the following: loose burlap or rope, soil spilling from B&B or containers, plants that move independently of root ball or container, soil missing from B&B or containers, and irregularly shaped root balls.

(B) Dimensions

A plant shall be dimensioned as it stands in its natural position. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Larger plants cut back to sizes specified will not be accepted.

Container grown herbaceous plants, groundcover, and vines shall be well rooted in the container size indicated on the Plant Schedule, grown in the container at least one year prior to planting. Bulbs, corms, tubers and rhizomes shall be Top Size, or as indicated on the Plant Schedule. Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

(C) Preparation of Plants

All precautions customary in good trade practice shall be taken in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise specified. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped and balled and platformed plants shall have a solid ball of earth of minimum specified size, securely held in place by burlap and stout rope or twine. Oversized or exceptionally heavy plants are acceptable if the size of the ball or spread of roots is proportionately increased, to the satisfaction of the Engineer. Loose, broken, or manufactured balls will be rejected. Bare root plants shall be puddled immediately after digging by immersing the roots in a hydrogel slurry, so as to completely coat the roots.

(D) Delivery

Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out and immediately after inspection shall be heeled in moist soil. Balled and burlapped plants shall be set on the ground and the ball covered with soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.

(E) Inspection

Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the City. Final inspection shall be made upon completion of the contract.

GI-2.11.8. PLANT SCHEDULE

(A) ABBREVIATIONS

Cal.	Indicates the caliper of the trunk of the tree.
B & B	Indicates tree or shrub to be balled and burlapped.
B.R.	Indicates a tree or shrub to be delivered "bare root".
O.C.	Indicates "on center" or spacing between plants in all directions.
Ht.	Indicates overall height of tree.
Item No.	Indicates specific species of plant material, including a description.

(B) ITEM NO.

Genus species & Plant description.

SHRUBS: Sizes shall be as indicated. Rootball or container sizes shall correspond to A.A.N. Standards for the corresponding shrub height. Heavy root system, all shrubs shall be well branched to the ground. Sizes shall be as indicated.

VINES, GROUNDCOVER, AND HERBACEOUS PLANTS: Container size shall be as indicated on the plans. All plants shall have vigorous root systems and have grown in the container for at least one year prior to planting.

PLUGS: Plugs shall have vigorous root systems.

ANNUALS: Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

BULBS, CORMS, TUBERS AND RHIZOMES: All bulbs, corms, tubers and rhizomes shall be top size, firm, and non-desiccated.

All trees shall be branched six (6') feet from the ground. No tree shall have any limb cuts over 3/4" which have not completely calloused over. Sizes shall be as indicated.

All B&B trees shall be dug with firm root balls free of noxious weeds. There should be no excess soil on top of the root ball or around the trunk. Loose, broken, or manufactured balls will be rejected. Well-branched top and fibrous root system essential.

Items PM-05 through PM-24 are listed by estimated size and/or shared similarities; they include—but shall not be limited to—the genus and species listed beneath each item.

1. ITEM # GI-2.11PM-05 LARGE EVERGREEN SHRUBS – CLASS A

   Ilex x meserveae 'Blue Prince' & 'Blue Princess', 'Blue Boy' & 'Blue Girl', Blue Prince & Blue Princess Holly, Blue Boy & Blue Girl Holly: 5' to 6' H, B&B, 20", heavy well-branched tops.

   Ilex 'Nellie Stevens', Nellie Stevens Holly: 5' to 6' H, B&B, 20", heavy well-branched tops.

   Ilex opaca, American Holly: 5' to 6' H, B&B, 20", heavy well-branched tops.

   Taxus cuspidata 'Capitata', Cap Yew: 4' to 5' H, B&B, Pyramidal form, densely compact

2. ITEM # GI-2.11PM-06 LARGE EVERGREEN SHRUBS – CLASS B

   Juniperus chinensis 'Hetzii Columnaris': 5' to 6' H, B&B, single leader; symmetrical & fully branched.

   Juniperus scopulorum 'Moonglow': 5' to 6' H, B&B, single leader; symmetrical & fully branched.

   Rhododendron maximum, Rosebay Rhododendron: 3' to 4" H., B&B.

   Rhododendron 'PJM', PJM Rohdodendron: 3' to 4' H, B&B

3. ITEM # GI-2.11PM-07 LARGE DECIDUOUS SHRUBS

   Chionanthus virginicus, White Fringetree: 24" to 36" H, #5 can, well-branched with at least 4 canes.

   Cotinus ssp, Smokebush: 2' to 3'H., #5 can, well-branched with at least 4 canes.

   Hamamelis x intermedia 'Arnold's Promise', Witch Hazel: 3' to 4' H., B & B or #5 can, heavy well branched top.

   Hamamelis vernalis, Vernal Witchhazel: 4' to 5' H., B&B or #5 can, Heavy well-branched top.

   Lagerstroemia indica, Crapemyrtle: 3' to 4' H, B&B or #5 can, well branched, heavy.

   Viburnum carlesii, Koreanspice Viburnum: 3' to 4' H, B&B or #5 can, well-branched top with at least 4 canes. Extra heavy.

   Viburnum dentatum, Arrowwood Viburnum: 4' to 5' H, B&B or #5 can, well-branched top with at least 4 canes 3' and over. Extra heavy.

Viburnum dilatatum, Linden Viburnum: 4' to 5' H, B&B or #5 can, well-branched top with at least 4 canes. Extra heavy.

Viburnum plicatum var. tomentosum, Doublefile Viburnum: 3' to 4' H, B&B or #5 can, well-branched tops with at least 4 canes. Extra heavy.

Viburnum trilobum 'Compactum', Compact American Cranberrybush Viburnum: 2' to 3' H, B&B or #5 can, well-branched tops.

Viburnum x rhytidophyllum, Leatherleaf Viburnum: 3' to 4' H, B&B or #5 can. Well-branched, Extra Heavy.

4. ITEM # GI-2.11PM-08 MEDIUM EVERGREEN SHRUBS – CLASS A

Acuba japonica, Acuba: 3' to 4' H, #5 can., heavy well-branched tops.

Prunus laurocerasus, Cherry Laurel: 24" to 30" H, #5 can; 'Schipkaensis' if specified.

Rhododendron 'Yaku Prince': 2' to 3' H, #3 can, compact & symmetrical

Taxus x media, Spreading Yew: 24" to 30" H, B&B, bushy, compact and symmetrical plant of uniform texture, color, and quality with a 12" spread of top. Hatfieldii', 'Hicksii' when specified.

Taxus x media 'Wardii', Ward's Anglojap Yew: 24" to 30" H, B&B, compact and symmetric plant of uniform texture and color with a 12" spread of top.

Pieris Japonica 'Mountain Fire', Mountain Fire Andromeda: 18 to 24" H, #3 can, compact and symmetric plant

5. ITEM # GI-2.11PM-09 MEDIUM EVERGREEN SHRUBS – CLASS B

Chamaecyparis pisifera 'Filfera Aurea Nana': 18" to 24" H, #3 can, bushy, compact and plant of uniform texture and quality with a 18" spread of top and at least 3 canes 18" and up.

Ilex glabra, Inkberry: 24" to 30" H, B&B or #5 can. Heavy symmetrical top with at least 8 canes 18" and up, furnished to the ground, spread of top 18". 'Shamrock' or 'Compacta' when specified.

Ilex x meserveae 'Blue Boy' & 'Blue Girl', 'Blue Prince' & 'Blue Princess', 'China Boy' & 'China Girl': 24" to 30" H, #3 can, heavy well-branched tops.

Kalmia latifolia, Mountain Laurel: 15" to 18" H, #3 can, well branched top with at least 4 canes 18" and up.

Pinus mugo, Mugo Pine: 18" to 24" Spread, #3 can, full, well-branched tops.

6. ITEM # GI-2.11PM-10 MEDIUM EVERGREEN SHRUBS – CLASS C

Buxus spp., Boxwood: 12" to 18" H, #3 can, heavy well-rounded top, well-furnished to the ground

Cephalotaxus harringtonia, Japanese Plum Yew: 12" to 18" H, #3 can, bushy, well-branched, well-furnished to the ground

Ilex crenata 'Convexa,' Japanese Holly: 18" to 24" H, B&B or #3 can, bushy, heavy rounded top, well furnished to the ground.

Juniperus chinensis spp. 'Sea Green', 'San Jose,' 'Old Gold,' 'Gold Lace' 'Grey Owl,' & 'Sargentii', Chinese Juniper: 18" to 24", #3 can.

Juniperus chinensis, 'Pfitzeriana' Compact Juniper: 18" to 24" H, #3 can, bushy, compact and plant of uniform texture and quality with a 18" spread of top and at least 3 canes 18" and up. 'Glauca' when specified.

7. ITEM # GI-2.11PM-11 MEDIUM DECIDUOUS SHRUBS – CLASS A

Callicarpa spp., Beautyberry: 3' to 4' H, #3 can, heavy well-branched tops.

Ceanothus americanus, New Jersey Tea: 2' to 3', #3 can, heavy, well-branched tops

Enkianthus campanulatus, Redvein Enkianthus: 30" to 36" H, #3 can., heavy well-branched tops.

Fothergilla gardenii, Dwarf Fothergilla: 18" to 24" H, #3 can, heavy well branched top.

Hydrangea anomala subsp. petiolaris, Climbing Hydrangea: 2' to 3' H, #3 can, at least 4 canes 24" and up.

Lindera benzoin, Spicebush: 24" to 30" H, #3 can, well branched top with at least 4 canes 20" and up.

Prunus x cistena, Purpleleaf Sand Cherry: 2' to 3' H, #5 can, well branched.

Vaccinium angustifolium, Low-bush Blueberry: 18" to 24" H, #2 can, well-branched top, with at least 3 canes.

Vaccinium corymbosum, Highbush Blueberry: 18" to 24", #3 can, spread of top 15".

8. ITEM # GI-2.11PM-12 MEDIUM DECIDUOUS SHRUBS – CLASS B

Aronia arbutifolia, Red Chokeberry: 2' to 3' H, #3 can, heavy well-branched tops.

Aronia Melanocarpa, Black Chokeberry: 2' to 3' H, #3 can, heavy well-branched tops.

Buddleia davidii, Butterfly Bush: 2' to 3' H, #3 can, heavy well-branched tops.

Clethra alnifolia, Summersweet Clethra: 24" to 36" H, #3 can, heavy well branched tops with at least 8 canes 24" and up.

Cornus ssp: 2' to 3' H, #3 can, heavy, well-branched tops.

Euonymus kiautschovicus 'Manhattan', 'Manhattan' Spreading Euonymus: 18" to 24" H, #3 can, heavy well-branched tops.

Hydrangea macrophylla 'Nikko Blue,' 'Endless Summer,' 'Blushing Bride': Bigleaf Hydrangea: 18" to 24" H, #3 can. Must be well-established in pot.

Hydrangea quercifolia 'Snow Queen', Oakleaf Hydrangea: 2' to 3' H, #3 can, well-branched top with at least 4 canes 24" and up.

Ilex verticillata, Winterberry: 2' to 3' H, B&B or #3 can, heavy symmetrical top, furnished to the ground, spread of top 15".

Itea virginica, Virginia Sweetspire: 18" to 24" H, #3 can, well-branched top with at least 4 canes.

Kerria japonica, Japanese Globe Flower: 18" to 24" H, #3 can, well-branched tops.

Myrica pennsylvanica, Northern Bayberry: 2' to 3' H, B&B or #3 can, well-branched, spread of top 18".

Physocarpos opuifolius, Common Ninebark: 2' to 3' H, #3 can, well branched, must have at least 4 canes, 24" and up; 'Diablo' where specified.

Rhus aromatica 'Gro-Low', Gro-Low Fragrant Sumac: 18" to 24" Spread, #3 can, well branched.

Sambucus nigra 'Gerda', Black Beauty: 24" to 30" H, #3 can, well-branched and full tops.

Weigela florida, Old Fashioned Weigela: 18" to 24" H, #3 can, heavy well-branched tops.

9. ITEM # GI-2.11PM-13 SMALL EVERGREEN SHRUBS

Calluna vulgaris, Scotch Heather: 15" to 18" H, #2 can.

Cotoneaster salicifolius 'Emerald Carpet,' 'Scarlet Leader,' 'Autumn Fire,' 'Repens' / 'Repandens,' Willow-leaved Cotoneaster: 12" to 24" H, #3 can, with at least 5 runners 15" and up, must be well established in pot.

Euonymus fortunei 'Emerald Gaiety', Wintercreeper Euonymus: 12" to 15" H, 2 Gal., at least 5 runners 12" and up, must be well established in pot.

Juniperus conferta 'Blue Pacific', 'Blue Pacific' Shore Juniper: 12" to 18" H, #3 can.

Juniperus horizontalis 'Bar Harbor', Bar Harbor Juniper: 12" to 15" H, #3 can, at least 3 canes 12" and up.

Juniperus horizontalis 'Wiltonii': 12" to 15" H, #3 can, at least 3 canes 12" and up.

Yucca filamentosa, Yucca: #3 can, 12" to 18", at least 3 fully developed whorls. 'Golden Sword,' 'Bright Edge,' when specified

10. ITEM # GI-2.11PM-14 SMALL DECIDUOUS SHRUBS

Abelia grandiflora, Glossy Abelia: 18" to 24" H, #3 can, heavy well branched tops with at least 4 canes 18" and up.

Berberis thunbergii 'Crimson Pygmy,' 'Rose Glow,' Gold Nugget,' 'Green Ornament,' Dwarf Red Barberry: 18" to 24" H, #3 can., heavy well-branched tops.

Caryopteris clandonensis 'Blue Mist', Blue Spirea: #3 can.

Chaenomeles speciosa: #2 can, 1' to 2' H, #3 can. vigorous stems. 'Cameo,' 'Jet Trails,' 'Texas Scarlet.'

Corylopsis pauciflora, Winterhazel, #3 can, 12" to 14" H, vigorous stems.

Corylopsis spicata, Spike Winterhazel: #3 can, 12" to 18" H, vigorous stems

Cotoneaster apiculatus, Cranberry Cotoneaster: 18" to 24" H, #3 can with at least 5 runners. Must be well established in pot.

Cotoneaster horizontalis, Rockspray Cotoneaster: 18" to 24" H, #3 can.

Deutzia gracilis, Slender Deutzia, #3 can, 12" to 18" H, heavy, well-branched.

Forsythia viridissima 'Bronxensis', Bronx Greenstem Forsynthia: 18" to 24" H, #3 can, full, well-branched head with at least 4 canes.

Potentilla fruticosa, Shrubby Cinquefoil: 12" to 18" H, #3 can, spread of top 18", must have at least 4 canes 12" and up.

Rubuscalycinnoides, Creeping Rasberry: 6" to 12" H, 1 Gal. indefinite spread, semi-deciduous, holds dark bronze leaves into winter

Spirea betulifolia var. aemiliana, Birch-leaf Spirea: 18" to 24" H, #3 can, well-branched top with at least 4 canes 18" and up.

Spirea japonica, Japanese Spirea: 18" to 24" H, #3 can, well-branched top with at least 4 canes 18" and up.

Spirea nipponica 'Snowmound', Snowmound Nippon Spirea: 18" to 24" H, #3 can, well-branched top with at least 4 canes 18" and up.

Spirea x bumalda 'Anthony Waterer', Anthony Waterer Bumalda Spirea: 18" to 24" H, #3 can, well-branched top with at least 4 canes 18" and up.

Spirea x vanhouttei, Vanhoutte Spirea: 18" to 24" H, #3 can, well-branched top with at least 4 canes 18" and up.

Symphoricarpos albus, Snowberry: 18" to 24" H, #2 can, well-branched top, with at least 3 canes.

Symphoricarpos orbiculatus, Coralberry: 18" to 24" H, #2 can, well-branched top, with at least 3 canes.

11. ITEM # GI-2.11PM-15 ROSES (#2 / #3 can)

Rosa 'Meidiland': 18" to 24", #3 can (hardy varieties, which mature into shrub form or groundcovers).

Rosa 'Carefree Delight' & 'Carefree Wonder': 18" to 24" H, #3 can (matures to tight compact alternative to Rosa Rugosa).

Rosa spp. Flower Carpet Roses ®: 18" to 24" H, 2 Gal., must have at least 3 canes, 15" and up.

Rosa 'Knock Out', Knock Out Rose: 18" to 24", 2 Gal., must have at least 3 canes 15" and up.

Rosa palustris, Swamp Rose: 18" to 24" H, #3 can, must have at least 3 canes 15" and up.

Rosa rugosa, Rugosa Rose: 18" to 24" H, #3 can, must have at least 3 canes 15" and up.

Rosa 'The Fairy', The Fairy Rose: 18" to 24" H, 2 Gal. Heavy well-rounded top.

12. ITEM # GI-2.11PM-16 PERENNIALS #1 can

Ornamental perennials including but not limited to the genus Armeria, Aster, Baptisia, Dryopteris, Echinacea, Epimedium, Hemerocallis, Heuchera, Hosta, Hypericum, Iris, Juncus Effusus, Lavandula, Leucanthemum, Monarda, Nepeta, Nipponanthemum, Polystichum, Rudbeckia, Salvia, Sedum and Tiarella. #1 can, must be in full leaf, well established in pot.

13. ITEM # GI-2.11PM-17 PERENNIALS #2 can

Ornamental perennials including but not limited to the genus Armeria, Aster, Baptisia, Dryopteris, Echinacea, Epimedium, Hemerocallis, Heuchera, Hosta, Hypericum, Iris, Lavandula, Leucanthemum, Monarda, Nepeta, Nipponanthemum, Polystichum, Rudbeckia, Salvia, Sedum and Tiarella. #2 can, must be in full leaf, well established in pot.

14. ITEM # GI-2.11PM-18 PERENNIALS 1 QT

Ornamental perennials including but not limited to the genus Armeria, Aster, Baptisia, Dryopteris, Echinacea, Epimedium, Hemerocallis, Heuchera, Hosta, Hypericum, Iris,

Lavandula, Leucanthemum, Monarda, Nepeta, Nipponanthemum, Polystichum, Rudbeckia, Salvia, Sedum and Tiarella. 1 Qt., must be in full leaf, well established in pot.

15. ITEM # GI-2.11PM-19 PERENNIALS 2 QT

Ornamental perennials including but not limited to the genus Armeria, Aster, Baptisia, Dryopteris, Echinacea, Epimedium, Hemerocallis, Heuchera, Hosta, Hypericum, Iris, Lavandula, Leucanthemum, Monarda, Nepeta, Nipponanthemum, Polystichum, Rudbeckia, Salvia, Sedum and Tiarella. 2 Qt., must be in full leaf, well established in pot.

16. ITEM # GI-2.11PM-20 GRASSES #1 can

Grasses: Ornamental Grasses including but not limited to the genus Acorus, Arundo, Calamagrostis, Carex, Festuca, Hakonechloa, Imperata, Miscanthus, Molinia, Ophiopogon, Panicum, Pennisetum, and Schizachyrium: #1 can, vigorous specimens typical of the species specified in the plans.

17. ITEM # GI-2.11PM-21 GRASSES #2 can

Grasses: Ornamental Grasses including but not limited to the genus Acorus, Arundo, Calamagrostis, Carex, Festuca, Hakonechloa, Imperata, Miscanthus, Molinia, Ophiopogon, Panicum, Pennisetum, and Schizachyrium: #2 can, vigorous specimens typical of the species specified in the plans.

18. ITEM # GI-2.11PM-22 GRASSES #3 can

Grasses: Ornamental Grasses including but not limited to the genus Acorus, Arundo, Calamagrostis, Carex, Festuca, Hakonechloa, Imperata, Miscanthus, Molinia, Ophiopogon, Panicum, Pennisetum, and Schizachyrium: #3 can, vigorous specimens typical of the species specified in the plans.

19. ITEM # GI-2.11PM-23 GROUNDCOVERS - QUARTS

Ajuga reptans, quart: vigorous, well-established

Convollaria majalis, quart: 'Rosea' when specified

Euonymous coloratus, quart: vigorous, well-established

Iberis sepmervirens, quart, well-established

Lysimachia nummularia, quart, well-established

Pachysandra terminalis, quart: vigorous, well-established

Sedum brevifolium: quart, vigorous, well-established

Sedum spurium 'John Creech': quart; vigorous, well-established.

Thymus praecox, quart: vigorous, well-established

Vinca minor, quart: vigorous, well-established

20. ITEM # GI-2.11PM-24 GROUNDCOVERS #1 can

Arctostaphylos uva ursi, #1 can: vigorous, well-established in pot

Campsis radicans, #1 can; vigorous, well-established in pot.

Euonymous coloratus, # 1 can; vigorous, well-established in pot.

Hedera helix, English Ivy: #1 can; vigorous specimens, well-established in pot.

Liriope muscari, Liriope: #1 can; must have well-rounded leafing pattern. 'Big Blue', 'Variegata'

Liriope spicata, Liriope: #1 can; vigorous specimens, well-established in pot.

Pachysandra terminalis, Japanese Pachysandra: #1 can; vigorous specimens, well established in pot.

Vinca minor, quart: vigorous, well-established

GI-2.11.9. CONSTRUCTION METHODS

(A) Unless otherwise directed by the Engineer, herbaceous plant material shall be planted and transplanted from April l5 to May 15 and from August 15 to September 15; deciduous material shall be planted from March 15th to May 15th or to when weather permits and from October 15th to December 15th or to when weather permits. Evergreen material shall be planted from April 1st to May 15th and from September 15th to October 31st or as weather permits. In case the planting season is missed for any reason, the Contractor shall cover the soil with jute mesh. Jute mesh shall comply with the requirements of Section GI-2.14.

Alternate Schedule for Transplanted trees: Unless otherwise directed by the Engineer, material shall be transplanted only from March 1st to May 1st and from October 15th to December 1st.

(B) Planting shall be performed by an approved Contractor. No planting shall be done except in the presence of the Engineer. All material shall be inspected by the Engineer as it is removed from the truck, prior to placing in an approved storage area or the designated planting site. All rejected material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

Bare root material shall be adequately protected from drying out and immediately heeled in after inspection. The bundles of heeled-in plants shall be set upright on the ground, covered with mulch (jute mesh), and kept adequately moist until the time of installation. Until the time of planting, all plant material shall be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately shall be watered as necessary to maintain optimal health until planting.

For each plant, dig a hole to correct depth for the placement of the plant material. Place balled and burlapped material in the prepared planting pit by lifting, and carry it by the rootball. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. All material shall set, after settlement, at the same level at which they have grown in the nursery. Care shall be exercised in setting the plants plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable and not frozen or solid.

Cut and remove rope or wire from the top fifty (50) percent of the rootball and pull the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Any wire basket enclosed root ball will need to have at least two-thirds (2/3) of the wire basket cut away from the sides and top of the ball and removed. Remaining lateral wires must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire.

Balled and burlapped plants shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, the burlap shall be cut away from the upper half of the ball, and the remaining burlap adjusted to prevent the formation of air pockets. Where directed by the Engineer, the burlap shall be entirely removed. Soil shall be firmed at six (6) to eight (8) inch intervals and thoroughly settled with water. Plants with exposed roots shall be placed in the proper position in the center of the pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and existing soil worked in among them, firmed at intervals and thoroughly settled with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots which are bruised or broken shall be pruned, making a clean cut before planting.

Groundcover plants shall be carefully removed from the containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans. Roots shall be arranged in their natural position and Engineered Soil worked in among them, taking care to avoid bruising or damaging the roots. No later than one (1) hour after planting, all plants shall be thoroughly settled with water.

(C) Mycorrhizal Fungi Inoculant Shall be applied by means of a three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, Pa., Rhizanova TreeTransplant, as manufactured by Becker Underwood, Inc., or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrephosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.;* seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius)*; Biostimulant ingredients including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophylum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium. Mycorrhizal fungi inoculant shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The material shall be applied according to the following chart:

Size of rootball or container	Ounces per plant
1 gallon	1
2 gal.	2
#3 can.	3
5 gal.	3
7 gal.	3
10 gal.	3
15 gal.	3
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
12" B&B	12

(D) Fertilizer Tablets: Shall be Healthy Start Macro Tablets®, as manufactured by Plant Health Care, Inc., Old Westbury, N.Y., or approved equal. The tablets shall have a nutrient analysis of 12-8-8 and contain a minimum twelve percent (12%) humic acid by weight, as well as biostimulants derived from sea kelp, amino acids, and a wetting agent derived from *Yucca schidigera*. Tablets shall contain a minimum 695,000 each of the following beneficial bacteria: nitrogen fixing, phosphorus solubilizing, and growth promoting. Twenty one gram (21 gm.) twenty four month (24 mo.) release tablets shall be added to the top four inches (4") of backfilled soil in the rates indicated on the following chart:

Size of rootball or container	Tablets per plant
1 gallon	1
2 gal.	2
#3 can.	2
5 gal.	3
7 gal.	3
10 gal.	4
15 gal.	5
20-24" B&B	5
30-36" B&B	6
42–48" B&B	7

(E) The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition. For final grading of the R.O.W.B. the Contractor shall refer to the Standards for Green Infrastructure or as directed by the Engineer.

Upon completion of planting, all debris and waste material resulting from the planting operation shall be removed from the project area, and the affected area raked and cleaned as necessary.

(F) Broken or badly bruised branches shall be removed with a clean cut. Do not cut leaders or use wound paint or dressing to treat cut areas. Crossed branches shall be pruned with a sharp tool in such a manner as to preserve and encourage the plant's natural growth form. The crowns of young trees should not be cut back to compensate for root loss.

Particular care shall be exercised in edging to establish good flowing curves as shown on the plan or as directed by the Engineer. Edging shall be maintained by the Contractor until final acceptance of the contract.

(G) At the time of planting, the entire planting bed shall be saturated to a depth of one (1) foot with twenty (20) gallons being distributed to each tree. Water shall be free from oil, have a pH not less than 6.0 nor greater than 8.0 and shall be free from impurities injurious to vegetation. Unless otherwise directed, water may be drawn from mains owned by or supplying water to the City of New York.

Watering shall also take place throughout the guarantee period, as per Section GI-5.09 at approximately two week intervals from May 1 to October 31. Not less than once a week if it has not rained during that period. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the Engineer each week.

Water shall not be applied in a manner which damages plants, plant saucers, stakes or adjacent areas. Each plant saucer shall be carefully filled with water in a manner which does not erode the soil or the plant saucer. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a free hydrant permit from the Department of Environmental Protection. Permits are issued for a 30-day period, and the Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their contract, indicating exemption from the permit fee, with a general description of the hydrant location (s) they propose to access.

During dry conditions as defined by the Engineer, the Contractor will add to water a wetting agent product that is meant to aerate soil and allow for more water to penetrate such as Yuccah® Wetting Agent, or DIEHARD™ Soluble Yucca Extract as manufactured by Plant Health Care, or Horticultural Alliance, Inc., or an approved equal. An anti-desiccant to help prevent loss of water through transpiration shall also be used when directed by the Engineer. The anti-desiccant product, approved by the Engineer, must be mixed into water at appropriate ratios (Contractor must follow product instructions).

GI-2.11.10. LANDSCAPE GUARANTEE AND REPLACEMENT

(A) All landscaping work shall have upon planting a guarantee period as specified in the Schedule "A" of this project. Contractor shall request in writing an inspection of all landscaping work when completed to begin the maintenance and guarantee period.

(B) Plant material found to be unsatisfactory or in poor condition at the inspection shall be removed and replaced at the appropriate planting season for that type of plant material. No payment will be made for plant material found to be unacceptable during this inspection.

(C) The Contractor shall submit, in writing, any conditions or species which he feels may be questionable prior to ordering said plants. If he is agreeable, the Engineer will substitute recommended species or address the conditions deemed unsuitable. However, upon ordering a plant and installing it, the Contractor accepts the responsibility for guaranteeing the plant's survival. There shall be no exception.

(D) During the guarantee period (as specified in Schedule A), the Contractor shall replace, in accordance with the contract plans and specifications, any planted shrub, groundcover plant, perennial or grass that is dead or, in the opinion of the Engineer, is in an unhealthy or unsightly condition, and/or has

lost its natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes including vandalism, prior to final acceptance, in the next planting season. When instructed by the Engineer, the Contractor shall replace shrubs, groundcover plants, perennials or grasses that have died after final acceptance in the next appropriate planting season even when the next planting season falls outside the remaining period of the project. Shrubs, groundcover plants, perennials or grasses that die within the guarantee period shall be replaced as many times as necessary so that there is a live shrub, groundcover plant, perennial or grasses at each location at the end of the guarantee period (which is the remaining period of the project). The cost of replacement(s) shall be included in the unit price bid for the various furnished items of the contract.

Where vandalism or related causes are agreed upon by the Engineer as the cause for shrub, groundcover plant, perennial or grasses replacement, the Contractor shall be responsible for replacement for one time during the guarantee period after final acceptance. Where dead shrubs, groundcover plants, perennials or grasses have been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and wire **within three (3) weeks of notification**. The Contractor shall add Engineered Soil, grass seed or appropriate paving material at the direction of the Engineer to the pit to eliminate potential tripping hazards at the time of removal.

Failure to replace shrubs, groundcover plants, perennials or grasses in the next appropriate planting season will result in the assessment of liquidated damages in the amount of eighty (80) dollars per shrub or per group of groundcover plants, perennials or grasses. The assessment of said liquidated damages shall not absolve the Contractor of its responsibility to replace the plant material.

(E) Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

GI-2.11.11. MEASUREMENT

The quantities of Woody or Herbaceous Plant Materials to be paid for under each item shall be the number of shrubs, groundcover plants, perennials, or grasses of each Class or size planted to the satisfaction of the Engineer.

GI-2.11.12. PRICES TO COVER

The price bid for each Woody or Herbaceous Plant Material planted shall be the number of shrubs, groundcover plants, perennials, or grasses of each Class or size furnished, planted and maintained, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Engineered Soil and mulch (jute mesh), where called for in the Contract Drawings or details, will be paid under their respective items.

The cost of water, regardless of source, is deemed included in the unit prices bid. No extra payment will be made for water coming from the Contractor's own source.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.11PM-05	LARGE EVERGREEN SHRUBS – CLASS A	EACH
GI-2.11PM-06	LARGE EVERGREEN SHRUBS – CLASS B	EACH
GI-2.11PM-07	LARGE DECIDUOUS SHRUBS	EACH
GI-2.11PM-08	MEDIUM EVERGREEN SHRUBS – CLASS A	EACH
GI-2.11PM-09	MEDIUM EVERGREEN SHRUBS – CLASS B	EACH
GI-2.11PM-10	MEDIUM EVERGREEN SHRUBS – CLASS C	EACH
GI-2.11PM-11	MEDIUM DECIDUOUS SHRUBS – CLASS A	EACH
GI-2.11PM-12	MEDIUM DECIDUOUS SHRUBS – CLASS B	EACH

GI-2.11PM-13	SMALL EVERGREEN SHRUBS	EACH
GI-2.11PM-13	SMALL EVERGREEN SHRUBS	EACH
GI-2.11PM-14	SMALL DECIDUOUS SHRUBS	EACH
GI-2.11PM-15	ROSES (#2 / #3 can)	EACH
GI-2.11PM-16	PERENNIALS #1 can	EACH
GI-2.11PM-17	PERENNIALS #2 can	EACH
GI-2.11PM-18	PERENNIALS 1 QT	EACH
GI-2.11PM-19	PERENNIALS 2 QT	EACH
GI-2.11PM-20	GRASSES #1 can	EACH
GI-2.11PM-21	GRASSES #2 can	EACH
GI-2.11PM-22	GRASSES #3 can	EACH
GI-2.11PM-23	GROUND COVERS - QUARTS	EACH
GI-2.11PM-24	GROUND COVERS #1 can	EACH

SECTION GI-2.12
PLANTING BULBS

GI-2.12.1. INTENT

This section describes planting bulbs. The Contractor shall furnish, plant, and maintain all Bulbs specified in the plant schedule in accordance with the plans and specifications or as directed by the Engineer. The Contractor shall be liable for any damages to property caused by his planting operations and all areas and construction disturbed shall be restored to their original condition to the satisfaction of the Engineer.

GI-2.12.2. KIND

Planting bulbs shall conform to the American Standards for Nursery Stock, 1998 edition.

GI-2.12.3. NAMES AND CLASSES

(A) Plant names shall agree with the nomenclature of "Standardized Plant Names" as adopted by the American Joint Committee on Horticultural Nomenclature 1942 Edition; size and grading standards shall conform to those of the American Association of Nurserymen, Tuberoses unless otherwise specified.

(B) Bulb Classes shall consist of:

1. BULBS CLASS A: Narcissus spp., Muscari, spp, Crocus spp.

2. BULBS CLASS B: Allium spp., Crocus autumnale, Hyacinthus spp., Hyacinthoides hispanica, Iris reticulate, Mertensia virginica, Tulipa spp.

3. BULBS CLASS C: Colchicum spp., Crocosmia x Crocosmiflora Sections of piling shall be of the shapes and sizes shown, specified or required.

GI-2.12.4. QUALITY

(A) All bulbs shall be typical of their species of variety; they shall be sound, healthy and vigorous, free from defects, diseases, insect eggs, bores and all forms of infestations. All bulbs shall be nursery-grown unless otherwise stated. Those held in storage will be rejected if they show signs of growth during storage.

(B) Bulbs shall be large for their type, and shall follow guidelines set forth in the American Standards for Nursery Stock, 1998 edition, published by the American Association of Nurserymen. Specific sizes are as follows:

Large Bedding	15 cm	6" and up.
Double Nose	DN II	Large Size.
Top Size	19 cm	4" and up.

GI-2.12.5. MATERIALS

Bulbs shall follow guidelines set forth in the American Standards for Nursery Stock, 1998 edition, published by the American Association of Nurserymen.

GI-2.12.6. CONSTRUCTION METHODS

(A) Bulbs shall be packed, transported and handled with utmost care to insure adequate protection against injury. Each shipment shall be certified by State and Federal authorities as required by law. And to this effect, certificates shall accompany each shipment invoice or order of stock and, on arrival, the certificate shall be filed with the Engineer in charge.

(B) Planting: Perform planting only if approved by the Engineer, and in the presence of the Engineer. Remove only those bulbs tuberoses from storage which are to be immediately installed. Do not leave any

material unplanted at the construction site. Perform planting only during periods of dry weather and when the ambient soil temperature at six inches depth is above 0 degrees C. (32 degrees F.)

After individual holes are excavated to the specified depth, evenly apply Superphosphate 0-20-0 at the rate of five (5#) lbs. per hundred (100) square feet and scratch into the bottom of the bed. Backfill with Engineered Soil, replace sod plug, and water thoroughly.

(C) Unless otherwise directed by the Engineer, bulbs shall be planted from September 15 to November 15. In case the planting season is missed for any reason, the Contractor shall cover the soil with mulch (jute mesh). Mulch (jute mesh) shall comply with the requirements of Section GI-2.14, herein this Addendum.

(D) Bulb Fertilizer shall be "Scheepers-Bulb Food" as manufactured by John Scheepers, Inc., Bantam, CT.; Jobe's Organic Bulb Food Granular Fertilizer; Scott's Bulb Food; or approved equivalent and shall have the following composition by weight: Nitrogen five percent (5%), Phosphoric Acid ten percent (10%) and Potash five percent (5%). Fertilizer shall be composed of natural material.

The Contractor shall, at the direction and discretion of the Engineer, furnish a certified report of an approved analytical chemist, showing the analysis of representative samples by the Engineer.

Bulb Fertilizer shall be delivered in standard size bags of the manufacturer, showing weight, analysis, and name of manufacturer. It shall be stored as directed by the Engineer in such a manner that its effectiveness will not be impaired.

(E) No material shall be planted by the Contractor until inspected by the Engineer at the site of the work. All rejected material shall be immediately removed from the site, and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the Contract.

(F) Protect all delivered bulbs from overheating by keeping in a cool dry place. All material shall be shipped from the Vendor in enclosed vans and packed in ventilated packages, bearing the name of the grower or importer and the variety name. Any package and contents showing damage at time of delivery shall be rejected.

GI-2.12.7. LANDSCAPE GUARANTEE AND REPLACEMENT

(A) All landscaping work shall have upon planting a guarantee period as specified in Schedule "A" for this project. Contractor shall request in writing an inspection of all landscaping work when completed to begin the maintenance and guarantee period.

(B) Plant material found to be unsatisfactory or in poor condition at the inspection shall be removed and replaced at the appropriate planting season for that type of plant material. No payment will be made for plant material found to be unacceptable during this inspection.

(C) The Contractor shall submit, in writing, any conditions or species which he feels may be questionable prior to ordering said plants. If the Contractor is agreeable, the Engineer will substitute recommended species or address the conditions deemed unsuitable. However, upon ordering a plant and installing it, the Contractor accepts the responsibility for guaranteeing the plant's survival. There shall be no exception.

(D) During the guarantee period, any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, shall be promptly removed and replaced by the Contractor during the appropriate planting season for that type of plant material as determined by these specifications. The replacement shall be of the same variety, size and character as specified for the original planting and continue to be under the same maintenance and guarantee. That is, they shall be subject to replacement again up to the end of the guarantee period (as specified in the Schedule "A") of this project from date of planting or transplanting of each plant. The Engineer or representative shall be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all planted areas.

(E) Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

GI-2.12.8. MEASUREMENT AND PAYMENT: The quantities to be paid for under these items shall be the number of BULBS in each Class actually planted at the site to the satisfaction of the Engineer.

The unit price bid for each class of BULBS planted as specified in the Planting Schedule shall include the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish and plant bulbs of each class including, but not limited to, digging, furnishing, fertilizer, inspection, planting, watering, replacing and maintaining all plant material; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Engineered Soil and mulch (jute mesh), where called for in the Contract Drawings, will be paid under their respective items.

The cost of water, regardless of source, is deemed included in the unit prices bid. No extra payment will be made for water coming from the Contractor's own source.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.12A	PLANTING BULBS CLASS A	EACH
GI-2.12B	PLANTING BULBS CLASS B	EACH
GI-2.12C	PLANTING BULBS CLASS C	EACH

SECTION GI-2.13
ENGINEERED SOIL

GI-2.13.1. INTENT

This section describes an engineered soil to be used as the planting medium for Right-of-Way Bioswales (R.O.W.B.), Stormwater Greenstreets (SGS) and other green infrastructures. The Contractor shall furnish, amend (if required), place and prepare the Engineered Soil for seeding and/or plant material as shown on the Standards For Green Infrastructure and/or as directed by the Engineer.

GI- 2.13.2. KIND

Engineered soil shall conform to the following standards:

1. Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.
2. USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.

GI-2.13.3. SUBMITTALS

(A) Prior to the procurement and delivery of the Engineered Soil to the site, the material shall be tested. A representative of the Department shall be present when sample are taken from the proposed engineered soil source - frequency of testing is one for every 50 C.Y. delivered. The Contractor shall submit to the Engineer for review and approval the following for each source:

1. Proposed material source and vendor.
2. A sample of the proposed material, taken with a representative of the Department, indicating the method of sampling and location of the sample.
3. The Contractor shall submit to the Engineer the name and location of the borrow (source) or stockpile site(s) and the estimated quantity of material available. The Contractor shall provide a notarized letter from the owner(s) of the proposed borrow site and/or stockpile site(s) indicating ownership of the proposed site(s) and a commitment to supply a specified minimum quantity of material for this project. Additionally, the supplier shall provide a certificate of clean fill and/or source materials for topsoil, signed by a NYS licensed PE/RLA or RA. To avoid delays in planting and seeding, the Contractor shall immediately begin to secure and test Engineered Soil at least one month in advance of the material actually being needed on site. This will allow sufficient time to blend the specified soil mix and make all the necessary adjustments in the mixing process.
4. Results of the organic content analyses conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rdEdition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
5. Results of the USDA soil texture gradation (sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in USDA sieve sizes, in accordance with the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*
6. Results of the pH tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*
7. Results of the soluble salts test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rdEdition, Northeast Regional Publication, Agricultural Experiment Station, University of*

Delaware. Bulletin #493, Revised October 2009 or latest.

8. Results of the Nutrient analyses test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rdEdition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*

9. Results of the Inorganic nitrogen and total Kjedahl nitrogen tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*

10. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*

NOTE: Due to the agricultural nature of some of the Quality Control testing the Contractor is notified that both Rutgers University and Cornell University can perform nearly all agricultural testing required, one exception may be the acid-producing test. Turn around times for results may vary from standard soils testing. However, all agricultural testing procedures must be performed in accordance with the above referenced standards and the *USDA Soil Survey Laboratory Methods Manual (No. 42, November 2004)* and the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.* If another lab is proposed, the Contractor can submit written certification from the proposed lab certifying that the lab will utilize the same methodologies for soil testing as outlined in these specifications.

(B) As delivery of Engineered Soil to the site progresses, the following additional testing shall be conducted by the Contractor on the Engineered Soil brought to the site. Frequency of testing is one for every 50 CY delivered. Results of tests shall be submitted to Engineer for review and approval.

1. Organic Content Testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rdEdition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest*).

2. pH testing in accordance with *the USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*

3. Soluble Salts testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*

4. Results of the Nutrient analyses test conducted in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*

5. Results of the Inorganic nitrogen and total Kjeldahl nitrogen tests conducted in accordance with the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*

6. Results of the USDA soil texture gradation (sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in USDA sieve sizes, in accordance with the with *the USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*

7. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0; November 2004.*

(C) The Contractor shall submit to Engineer the materials and procedures for amending the engineered soil, if appropriate. Amendment of soil is only permitted to meet the nutrient and organic requirements of the specifications. Nutrient modifications are only permitted through the use of the approved contract specified organic fertilizer and the organic amendment permitted is leaf compost, no other organic amendment is permitted.

(D) The Contractor shall submit quantity records on a weekly basis to Engineer.

(E) Material failing the frequency testing shall not be incorporated into the work and shall be removed from the site at the Contractor's expense.

GI-2.13.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Engineered Soil is an integral part of the Green Infrastructure System; as such, certification of its material properties is subject to the testing protocols of the Contractor's Quality Control (QA) plan and quality assurance testing by DDC's Quality Assurance and Construction Safety (QACS) Bureau. The *QC* requirements relative to Engineered Soil are detailed below. **The Contractor shall strictly comply with all requirements of its QA plan.** Sufficient lead time is required to develop an appropriate plan for mixing methodologies and ratios that will provide reliable results to meet the parameters listed below.

(B) Engineered Soil shall be a loamy sand (70-85% sand) as classified by the U.S. Department of Agriculture (USDA). Based on test results, a determination will be made to ensure that the sand fraction analysis results are capable of supporting proposed vegetation. Engineered Soil shall be free of refuse, hard clods, woody vegetation, stiff clay, construction debris (of any kind), boulders, stones larger than 1-1/2 inches, chemicals, or other deleterious material toxic to any vegetation used on this project.

(C) Engineered Soil shall have a minimum organic content of 3.0 percent and a maximum of 6.0 percent. If the source soil requires amendment to meet the Engineered Soil organic content requirement, leaf compost will be the only approved admixture. No soil mixing shall be permitted during or after Engineered Soil placement. Engineered Soil shall be tested for compliance with Contract specifications and submitted for approval prior to delivery to the site.

(D) The organic content of soils shall be determined by a laboratory using the loss on ignition method as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*

(E) The gradation of Engineered Soil shall be determined by a laboratory using the methods of the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.* The gradation of the Engineered Soil as determined by USDA classifications shall be within the following ranges:

Ranges:	0-08% gravel	
	70-85% sand	
	of which:	55-75% very coarse to medium sand
		10-25% fine to very fine sand
	10-15% silt	
	5- 15% clay	

Classification/sieve size:		
	2" to 2.0 mm	gravel
	2.0 mm to 0.05 mm	sand
	0.05 mm to 0.002 mm	silt
	<0.002 mm	clay

In addition to the above gradation the Contractor shall provide the percentage of particle sizes corresponding to U.S.D.A. classifications:

Very coarse sand (2.0 mm to 1.0 mm)

Coarse sand (1.0 to 0.5 mm)

Medium sand (0.5 mm to 0.25 mm)

Fine sand (0.25 to 0.1 mm)

Very fine sand (0.1 to 0.05 mm)

Silt (0.05 to 0.002 mm) Clay (<0.002 mm)

(F) The pH value of Engineered Soil shall be (5 - 7.0) as determined by an approved laboratory using soil pH (Water (1:1. V:V)) procedures as described in the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.* Amendment of soil to lower pH to meet Contract requirements is not permitted.

(G) The soluble salt value of the Engineered Soil shall be (0-.4mmhos cm-1) as determined by an approved laboratory using the soluble salt (1:2(V:V)) procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*

(H) The value for Kjeldahl Nitrogen shall be as outlined below as determined by an approved laboratory using the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4, November 2004.*

Kjeldahl N Acceptable range is 0.06% to 0.25% (with nitrate (NO-3) form of nitrogen not to exceed 20 ppm)

(I) The value for Macro (P, K) and Micro Nutrients (Mg, Ca, Mn, Zn, Cu and B) shall be as outlined below as determined by an approved laboratory using the procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*

P	Acceptable range is 80 lbs/acre to 100 lbs/acre
K	Acceptable range is 100 lbs/acre to 300 lbs/acre
Ca	Acceptable range is 900 lbs/acre to 2,800 lbs/acre
Mg	Acceptable range is 300 lbs/acre to 600 lbs/acre
K+Ca+Mg	not greater than 3,700 lbs/acre*
Mn	Acceptable range is 2 ppm to 20 ppm
B	Acceptable range is 0.8 ppm to 3 ppm
Cu	Acceptable range is 0.1 ppm to 4.0 ppm
Z	Acceptable range is 1 ppm to 12 ppm
% Organic	3.0% to 6% (loss on ignition)

(J) An acid-producing soil test is required to determine the potential for decreases in soil pH after oxidation. The pH value of the solution shall be greater than 4.5 as determined by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*

(K) Engineered Soil shall not contain any traces of hydrocarbons, petroleum products, chemically prohibited substances or any other elements considered to be toxic to any vegetation used on this Project. The Engineered Soil shall not smell of petroleum or give off other unnatural or toxic odors. Regardless of prior acceptance of sample material should the Engineered Soil delivered to the site seem suspicious in any way; the Resident Engineer shall reject the material. Should the

Contractor strongly disagree with the Resident Engineers' Determination, the Contractor may appeal According to the following APPEAL PROCESS:

APPEAL PROCESS: The Engineer shall check for discoloration and evidence of unacceptable contents. If the Resident Engineer and/or Project Manager suspects that the fill possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Resident Engineer's or Project Manager's determination, then samplings of the rejected soil will be sent to a Laboratory which is certified by the NYSDOH Environmental Laboratory Accreditation Program (E.L.A.P.) for the selected analytical method.

Environmental Analysis shall include, but not be limited to, U.S.E.P.A. Standard Test Methods for determination of Contaminant Concentrations and the Toxicity Characteristic Leaching Procedure (T.C.L.P.) for determination of Leachability of at least 39 Components. The extraction portion of the T.C.L.P. Test shall be performed according to E.P.A.-SW846 Method 1311. Analysis of the extract shall be performed by E.P.A. Methods SW846; 8021 for Volatiles, 8270 for Semi-Volatiles and 6010 for Priority Pollutant Metals (P.P.L.), including lead. Other characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Resident Engineer and/or Project Manager.

The Test Results shall be compared with Guidance Values developed by the NYSDEC Division of Spills Management, known as "Spill Technology And Remediation Series" (S.T.A.R.S.) dated 8/92 (Reprinted 7/93), which contains criteria for determining whether petroleum-contaminated soil meets beneficial reuse conditions.

For analyses which are not included in the S.T.A.R.S. guidance, the Test Results shall be compared with Guidance Values developed by the New York State Department of Environmental Conservation (NYSDEC), Bureau of Program Management, Technology Section, for the Division of Hazardous Waste Remediation.

These N.Y.S. D.E.C. Guidance Values are known as "Recommended Soil Cleanup Objectives" or "Appendix A" (Revised 1/24/94), and consist of Table 1 for V.O.C.'s, Table 2 for Semi-V.O.C.s, Table 3 for Organic Pesticides/Herbicides and P.C.B.'s, and Table 4 for Heavy Metal. Final values shall be determined by either a health-based level, or a concentration necessary to protect groundwater quality, whichever is lower. Contractor shall be responsible for:

1) Payment of fees for services of the N.Y. State certified lab;

2) Removal and legal disposal of Fill;

3) Replacement with acceptable fill; and,

4) All other expenses, as well as potential fines that may be incurred.

(L) SAND shall consist of sand, free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible. The sand shall be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed shall not be allowed in the clean sand material.

Clean sand should conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
No. 8	100
No. 10	15-100
No. 40	0-70
No. 60	0-12

Uniformly graded sands, defined as having a uniformity coefficient (Cu = D60/D10) less than 6, are unacceptable.

Tests shall be required and shall serve as a representative analysis for every 200 cubic yards of material utilized.

Clean sand shall comply with the following requirements: No sand shall be delivered in a frozen or muddy condition.

1. Invasive, Nonnative Plant Species: Clean sand shall be free of invasive nonnative plant propagules or if present, sand shall be sterilized with documentation.

When clean sand otherwise complies with the requirements of the specifications but shows an organic matter deficiency of not more than one (1) percent, organic matter may be incorporated when and as permitted by the Engineer.

GI-2.13.5. CONSTRUCTION METHODS

(A) Prior to procurement of Engineered Soil and starting delivery of soil, all approvals for those items required in Subsection GI-2.13.3, above, entitled "SUBMITTALS" must have been given in writing to and accepted by the Engineer.

(B) Prior to the placement of Engineered Soil, both the open graded stone base, under Item GI-2.07, and sonotube type forms, under Item GI-2.10, must be in place to the satisfaction of the Engineer.

(C) Engineered Soil shall be evenly placed to the thickness and configuration as directed by the Engineer or as shown on the plans. Engineered Soil shall not be placed when the subgrade or Engineered Soil is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to the proposed seeding, planting or soil structure.

(D) The material delivered to the site shall be visually and continuously inspected by the Engineer during construction to ensure that it is consistently the same material previously approved and delivered to the site. If any foreign or off odors are detected, the Engineers reserves the right to refuse the material. If changes in material occur, soil delivery shall cease immediately, the Contractor shall not incorporate the new material into the work until the material meets these specifications. The Contractor shall test the new material as a new source and submit his results to the Engineer for his approval. If Engineer rejects the material, the Contractor shall immediately remove the material off the project site at no additional cost to the City. [See article "K" of Subsection GI-2.13.4., herein]

(E) Engineered Soil shall be placed by gravity with no additional compaction. After Engineered Soil placement and final grading, no heavy equipment, pickup trucks, or other construction vehicles shall be permitted to travel on these completed areas. The Contractor shall, through mechanical raking and hand grading with rakes and shovels, grade all areas around fences, pipes and other structures in preparation for seeding or planting.

(F) The Contractor shall, as part of the Engineered Soil spreading operation, mechanically rake and clean all undesirable materials from the Engineered Soil prior to planting operations.

(G) The Contractor shall dispose of all undesirable materials raked from the Engineered Soil, in accordance with the Specific Provisions.

(H) The Contractor shall pay all costs, fees, etc., to rectify any deficiencies in placement of the Engineered Soil layer to the acceptance of the Engineer.

GI-2.13.6. MEASUREMENT

The quantity of ENGINEERED SOIL to be measured for payment under this item shall be the number of cubic yards of Engineered Soil actually incorporated in the work, to the satisfaction of the Engineer, measured in trucks used for delivery at the proposed site(s).

GI-2.13.7. PRICE TO COVER

The price bid for ENGINEERED SOIL shall be a unit price per cubic yard and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and incorporate the Engineered Soil in the work at the site(s) and shall include, but not be limited to, testing of materials and furnishing such samples for testing as may be required; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.13	ENGINEERED SOIL	C.Y.

SECTION GI- 2.14
MULCH

GI-2.14.1. INTENT

This section describes mulch. The Contractor shall furnish and place mulch in accordance with the Green Infrastructure Standards, specifications, and directions of the Engineer.

GI-2.14.2. SUBMITTALS

The Contractor shall furnish two (2) labeled samples of the Mulch (a.k.a. Jute Mesh) intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name and the type of material. The Engineer reserves the right to reject on or after delivery any materials which do not, in his opinion, meet these specifications.

GI-2.14.3. MATERIALS

Mulch shall be Jute Mesh, be of a uniform open plain weave of undyed and unbleached single jute yarn averaging 190 pounds per spindle of 14,400 yards. This yarn shall be of a loosely twisted construction having an average twist of not less than 1.6 turns per inch and shall not vary in thickness by more than one-half its normal diameter. The width of the jute mesh shall be approximately forty five (45) inches or as specified or approved. Jute mesh shall be woven as follows:

Approximately 60 warp ends per yard of width;

Approximately 40 weft ends per lineal yard.

Weight of Jute Mesh shall average 1.44 pounds per square yard (plus or minus 5%)

Wood Pegs: Shall be wedge shaped, approximately one inch by two inches by six inches (1" x 2" x 6").

Smolder Resistance: The Jute Mesh shall be treated so as to be smolder resistant, meeting the following conditions:

The cloth shall be made resistant to smoldering and/or after-glow by treatment with non-leaching and non-toxic chemicals. The chemicals must be non-toxic to vegetation and the germination of seed. The chemicals used for this purpose must resist leaching based on the equivalent of two inches of rain. The cloth itself shall bear some identification mark to differentiate it from untreated jute cloth.

"Test Method" – When a lighted cigarette is placed on the upper or treated surface of the cloth, neither flame nor after-glow will proceed in any direction more than twelve inches (12") from the original position of the cigarette after it has burned out completely.

GI-2.14.4. CONSTRUCTION METHODS

Jute Mesh shall be applied as a ground cover to the surface of all ROWB and SGS after the planting is completed. Jute Mesh shall be applied to a uniform depth and shall be so distributed as to create a smooth, level cover. Jute Mesh shall cut and placed within two (2) inches of tree and shrub stems. Plants shall not be covered.

Jute Mesh shall be placed on topsoil and seeded areas as shown on the plans or where directed by the Engineer within areas without stretching so that it lays loosely on the soil and in contact with the soil at all points. The upper end of each roll of jute mesh shall be turned and buried to a depth of six (6) inches, with the soil.

Jute Mesh shall be placed parallel to the slope and shall have a minimum lap of six (6) inches.
Jute mesh shall be held tightly to the soil by wood pegs driven firmly into the ground. Wood pegs shall be spaced not more than three (3) feet apart, along the sides of the jute mesh and not more than one (1) foot apart at roll ends or as determined by the Engineer.

MAINTENANCE: The Contractor shall maintain the areas of jute mesh installation until final acceptance of the contract. Maintenance shall consist of providing protection of jute mesh and the repair of areas damaged by equipment, erosion, fire, or other causes, to re-establish the grade and conditions of the area as specified.

GI-2.14.5. MEASUREMENT

The quality of MULCH (a.k.a. JUTE MESH) to be paid for shall be the number of SQUARE YARDS of surface area on which jute mesh has been installed, in accordance with the plans and specifications, to the satisfaction of the Project Manager.

GI-2.14.6. PRICE TO COVER

The price bid for MULCH (a.k.a. Jute Mesh) shall be a unit price per SQUARE YARD and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses necessary to furnish, install, and maintain the Jute Mesh in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.14	MULCH	S.Y.

SECTION GI-2.16
HDPE PIPE

GI-2.16.1. INTENT

This section describes High Density Polyethylene (HDPE) pipe both solid and perforated (slotted), fittings, flanges, unions, couplings, as specified in these Detailed Specifications, shown on the Contract drawings, or as required for a complete installation. Install all HDPE pipe and fittings in accordance with the specifications, the manufacturers' recommendations, and approved shop drawings.

GI-2.16.2. REFERENCES

(A) HDPE pipe shall conform to the latest standards of the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA) and the National Sanitation Foundation (NSF).

(B) HDPE pipe and fittings shall conform to the following ASTM and AASHTO standards:

1. ASTM D3212 — Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
2. ASTM D3350 — Standard Specification for Polyethylene Plastic Pipe and Fittings Materials
3. AASHTO M 252 — Standard Specification for Corrugated Polyethylene Drainage Pipe
4. ASTM D1248 — Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
5. ASTM D7001 — Standard Specification for Geocomposites for Pavement Edge Drains and other High-Flow Applications
6. ASTM D2321 — Standard Practice for Underground Installations of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

GI-2.16.3. SUBMITTALS

(A) Submit catalog data for pipe, couplings, and other appurtenances.

GI-2.16.4. MATERIALS

(A) The pipe shall be as uniform as commercially practicable in color, capacity, density and other physical properties.

(B) The pipe shall be manufactured from high density polyethylene resin in accordance with ASTM D3350 and PPI TR4. The pipe shall conform to cell classification PE 424420C for PE42 under ASTM D-3350. The pipe material shall conform to the following cell classification requirements:

Property	Value	ASTM Test Procedure Designation
Density	0.955 gm/cm^3	D 1505
Melt Flow Index	1.0	D 1238
Flexural Modulus	80,000 psi	D 790
Tensile Strength @ Yield	3,200 psi	D 638
ESCR	Max Failure = 50%	D1693
Hydraulic Design Basis	Not Pressure Rated	D 2837
UV Stabilizer	C, Black with 2-3% carbon black	D 3350

(C) The pipe shall contain no recycled materials or compounds.

(D) HDPE pipe shall be marked either continuously or on intervals not to exceed five (5) feet by indirect printing with the following information:

(1) Name and/or trademark of the manufacturer.

(2) Nominal pipe size.

(3) Dimension Ratio (DR).

(4) The letters PE followed by the polyethylene grade per ASTM D-1248, followed by the Hydrostatic Design Basis.

(5) Manufacturing Standard Reference.

(6) Production Code from which time and date of manufacture can be determined.

(E) Visible defects, such as cracks, creases, crazing, non-uniformly pigmented areas or undispersed raw materials shall not be acceptable and will result in rejection of the pipe by the Engineer.

(F) HDPE fittings shall be manufactured to the requirements of ASTM D 3212 and this Specification. Fabricated fittings shall be pressure rated to match the system piping.

(G) Geotextile fabric for wrapping the perforated HDPE Pipe as shown on the Contract Drawings shall comply with the material requirements of **Section GI-2.09**, Geotextile Fabric, herein this Addendum.

GI-2.16.5. MANUFACTURERS

(A) Advanced Drainage Systems, Inc. (ADS)
4640 Trueman Blvd. Hilliard, OH 43026
1-800-821-6710
http://www.ads-pipe.com

(B) Hancor, Inc.
12370 Jacksontown Rd. #172
Findlay, OH 45840
1-888-367-7473
http://www.hancor.com

(C) Other manufacturers of equivalent products may be submitted for approval.

GI-2.16.6. CONSTRUCTION METHODS

(A) Utilize care when lowering unit into the trench. Handle using nylon slings and two pick points.

(B) When the unit consists of two sections, place the downstream section first. Properly lube the bell and spigot to connect and home the remaining section.

(C) All connections to stormwater manholes, stormwater inlets, junctions, and/or inlets should be grouted and water/soil tight.

(D) Only use couplings to join standard lengths of pipe and as required to complete a straight run of pipe. Do not use couplings to join random lengths of pipe and cuttings from standard lengths.

(E) Use reducing fittings for all changes in pipe size. Do not use bushings.

(F) Wrap perforated HDPE pipe with geotextile with an overlap of at least six (6") inches.

(G) During construction, keep the lines free from foreign matter. The piping shall be left thoroughly clean to the satisfaction of the Engineer.

GI-2.16.7. MEASUREMENT

The quantities to be measured for payment under these Items shall be the number of linear feet (installed length) of each type HDPE PIPE actually placed in their final position, to the satisfaction of the Engineer, measured horizontally or vertically along the centerline of pipe and fittings as installed.

GI-2.16.8. PRICES TO COVER

The price bid for each type of HDPE PIPE shall be a unit price per linear foot and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work of furnishing and installing HDPE Pipe, including, but not limited to, furnishing and installing fittings, flanges, unions, couplings, end caps, sand, and cleanouts, and connecting and joining pipe to other pipes or drainage structures; and furnishing and wrapping geotextile around perforated HDPE pipe; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment for the cost of excavation and backfilling shall be deemed included in the price for this item.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.16S	SOLID HDPE PIPE (6" DIA.)	L.F.
GI-2.16P	PERFORATED HDPE PIPE (6" DIA.)	L.F.

SECTION GI-2.17
STONE GABION

GI-2.17.1. INTENT

This section describes stone gabions which shall be installed where required, as shown on the Standards for Green Infrastructure and in accordance with the specifications and directions of the Engineer.

GI-2.17.2. DESCRIPTION

A gabion is a PVC coated wire mesh container filled with stone at the project site to form a stable stone basket. The gabion shall have the shape and dimensions as shown on the Contract Drawings and as directed by the Engineer. Wire mesh openings shall be of the necessary size to contain the crushed stone.

GI-2.17.3. MATERIALS

(A) Gabions shall be produced from PVC coating double twisted wire, lacing wire, and stiffeners conforming to the requirements of ASTM A975, Style 3. Fasteners shall be of stainless steel wire.

(B) Fabrication: Gabions shall be supplied, as specified. The horizontal width shall not be less than three (3') feet. However, all gabions furnished by a manufacturer shall be of uniform width. Dimensions for height, lengths and widths are subject to a tolerance limit of ± 5% of manufacturer's stated sizes.

The wire mesh shall be non-raveling mesh made of twisting continuous pairs of wires to form hexagonal shaped openings which are interconnected to adjacent wires. The wire mesh shall be of sufficient strength to hold the open graded stone in place and rigid enough to hold the shape as shown on the contract drawings. The wire shall be overcoated with PVC and shall be free from any cracks or breaks after the fabrication of the mesh. Fasteners used to assemble and interconnect the individual units shall be made of stainless steel.

Gabions shall be fabricated in such a manner that the front, back, sides, ends, lid and diaphragms can be assembled at the construction site into a rectangular basket of the specified sizes. Gabions shall be of single-unit construction. The base, lid, ends, front, and back shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh. Where the length of the gabion exceeds its horizontal width, the gabion shall be equally divided by diaphragms of the same mesh and gage as the body of the gabion, forming cells such that the length does not exceed the horizontal width.

(C) Stones for the gabion shall be between three (3") and four (4") inches in diameter. The stones shall meet the specifications of Section GI-2.07, Open Graded Stone, herein this Addendum. The Contractor shall stockpile the material. Where the City elects to conduct tests, a material will be rejected if it fails to meet the following criteria:

I. Freeze-Thaw Test. A maximum 10 percent loss, by weight, after 25 cycles of freezing and thawing.

II. Magnesium Sulfate Soundness Test. A maximum 10 percent loss, by weight, after 10 cycles of the magnesium sulfate soundness test.

(D) Geotextile fabric for wrapping the gabion as shown on the Contract Drawings shall meet the material requirements of **Section GI-2.09**, Geotextile Fabric, herein this Addendum.

GI-2.17.4. CONSTRUCTION METHODS

Gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh.

Gabions cages wrapped with geotextile fabric shall be set in place within the bioswale and filled on site with stones as per the Standards for Green Infrastructure drawings and as directed by the Engineer. The gabions are to be installed at all bioswales, except for those with Stone Columns.

GI-2.17.5. MEASUREMENT

The quantity to be measured for payment shall be the number of Stone Gabions actually installed at the site filled with stone, to the satisfaction of the Engineer.

GI-2.17.5 PRICE TO COVER

The contract price bid for STONE GABION shall be a unit price per each and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, furnishing and placing stones within the gabion cage, and tying the gabion lid in place; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for furnishing and wrapping **GEOTEXTILE FABRIC** around gabions will be made under Item No. GI-2.09.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.17	STONE GABION	EACH

SECTION GI- 2.19
HDPE STORMWATER CHAMBER

GI-2.19.1. INTENT

This section describes the HDPE STORMWATER CHAMBER. The purpose of the HDPE STORMWATER CHAMBER is to provide increased storm runoff detention capacity in a Right of Way Bioswale.

GI-2.19.2. MATERIALS

The stormwater chamber shall be manufactured of high molecular weight high density polyethylene in an ISO-9001 certified manufacturing facility and meet ASTM D-3350 Cell Class 324420C. Chambers will be manufactured with an open bottom and perforated side walls. If approved by the manufacturer, the units may be trimmed to custom length. The stormwater chamber must meet the required dimensions as shown in the Contract Drawings and DEP Standard Details for Green Infrastructure with placement on bedding and backfill as shown.

GI-2.19.3. SUBMITTALS

The Contractor, prior to the start of work, shall submit to the Engineer for approval catalog samples and cut sheets of the proposed material including certification that materials meet specified requirements and proposed dimensions of the Contract Drawings and DEP Standard Details for Green Infrastructure.

GI-2.19.4. CONSTRUCTION METHODS

(A) Delivery - Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.

(B) Storage - Store materials in clean, dry area in accordance with manufacturer's instructions.

(C) Handling - Protect materials during handling and installation to prevent damage.

(D) Prior to the installation of the stormwater chamber, the Contractor shall excavate the Bioswale area to the satisfaction of the Engineer.

(E) Install stone base, stormwater chamber, and backfill as indicated on the Standards for Green Infrastructure.

GI-2.19.5. MANUFACTURERS

(A) CULTEC Inc.
878 Federal Road
PO Box 280
Brookfield, CT 06804
http://www.cultec.com/

(B) StormTech
70 Inwood Road, Suite 3
Rocky Hill, CT 06067
www.stormtech.com

(C) Triton Stormwater Solutions
9864 E. Grand River, Suite 110 #176
Brighton, MI 48116
www.tritonsws.com

(D) Or another approved manufacture.

GI-2.19.6. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of HDPE STORMWATER CHAMBER installed to the satisfaction of the Engineer, measured along the centerline of the chamber from end to end.

GI-2.19.7. PRICE TO COVER. The contract price bid for HDPE STORMWATER CHAMBER shall be a unit price per linear foot and shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, handle, store, and install a stormwater chamber within a bioswale, including, but not limited to, end caps, cutting holes in the sheets for utilities; all in accordance with the Contract Drawings, the specifications, manufacturers installation instructions, and the directions of the Engineer.

Earth excavation, open graded stone base, and backfilling, where called for on the Contract Drawings, will be paid under their respective items.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.19	HDPE STORMWATER CHAMBER	L.F.

SECTION GI-4.02
EARTH EXCAVATION

GI-4.02.1. DEFINITION, EARTH EXCAVATION

(A) Earth Excavation shall include the removal and disposal of all materials of whatever nature encountered in the prosecution of the work, unless otherwise specified. All materials of whatever nature encountered shall be defined as including, but not limited to, the following:

(1) soil;

(2) stones;

(3) soft weathered rock that can be excavated by mechanical means other than air hammer or drilling and blasting;

(4) miscellaneous fill and refuse, trees under four (4") inches caliper, stumps up to 6" diameter, anything thrown away or rejected as worthless or useless (both organic and inorganic material) that can be excavated by mechanical means other than air hammer or burning and cutting;

(5) sidewalk pavements (all types) within limits of trenches and excavations and cutbacks;

(B) Earth Excavation shall not include the following:

(1) boulders in open cut as defined in **Subsection 4.03.1**;

(2) contaminated or hazardous materials that materially affect the cost of removal and disposal to the Contractor; and,

(3) existing man-made objects or structures that are not shown on the contract drawings or indicated in the specifications, that could not reasonably have been anticipated by the Contractor, were not anticipated by the City, and which materially affect the cost of removal and disposal to the Contractor, as determined by the Commissioner.

(C) If the City anticipates that any of the items in paragraph (B) above need to be excavated and disposed of, a separate contract item will be included in this contract.

If a separate contract item is not included in the contract and the City determines: (1) that the Contractor could not have reasonably anticipated that such materials would need to be excavated and disposed of; and, (2) that such excavation and disposal would materially affect the Contractor's costs; then such excavation and disposal shall be paid for as Extra Work under Article 26 of the Standard Construction Contract.

GI-4.02.2. RELATED SPECIFICATIONS

SECTION 6.02 – Unclassified Excavation of NYCDOT Standard Highway Specifications

GI-4.02.3. EXECUTION

(A) The Contractor shall excavate all materials to the established lines and grades for the construction of all facilities included in this Contract, or as shown and specified, in accordance with the requirements of the latest NYCDOT Standard Highway Specifications **Section 6.02**, except as otherwise specified herein. Excavation shall include removing boulders of size less than one-half cubic yard. The limits of excavation shown on the drawings indicate the extent of work to be performed by the Contractor. The Contractor shall furnish and install any temporary side slope supports, bracing, and sheet piling required to perform the excavation to the depths and limits indicated.

(B) Water in Excavations - Prior to starting the work, the Contractor shall submit to the Engineer for approval, a detailed description of the method he proposes to use to prevent the collection of water in excavation during construction, including a coordinated sequence of operation for the entire project. Such prevention shall include, but not be limited to, providing drainage and diversion of runoffs by means of sandbagging and/or removal by pumping. Approval by the Engineer will not relieve the Contractor of his responsibility for the safety of the work, existing structures and adjacent property.

(C) Protection of Underground Utilities - Determine location of underground utilities and perform work in a way that shall avoid possible damage. Hand excavate as required. The Contractor assumes responsibility for damage to underground utilities when excavating and is required to call "One Call" @ 800-272-4480 a service that marks underground facilities on the surface, prior to excavation. Maintain grade stakes set by others until removal is approved by Engineer. However, the Contractor is advised that the provisions of 16 NYCRR Part 753 ("One Call") do not apply to City owned utilities. It shall be the Contractor's responsibility to determine the location of the City owned underground distribution systems. The Contractor shall make his own field observations and research the City's records to determine the location of such facilities before the commencement of excavation.

(D) Trees, Shrubs, and Grassed Areas: Trees, shrubs and grassed areas which are to remain shall be protected by fences, barricades, wrapping or other methods as shown, specified or approved by the Engineer and shall be replaced at no added cost to the City in the event they are destroyed or damaged as a result of excavation and or dewatering by the Contractor. Trees shall not be removed without approval of the Engineer unless shown on the Contract Drawings or specified herein. Dewatering shall be done as per Section GI-5.02, herein this Addendum.

(E) VEHICLES USED TO TRANSPORT EXCAVATED MATERIALS TO DISPOSAL SITES SHALL, WHEN TRAVELING, BE WATERTIGHT AND OF SUCH A CONSTRUCTION AS TO PREVENT SPILLAGE. ALL METHOD OF TRANSPORTATION AND DISPOSAL SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

(F) The Contractor shall provide a final Survey Data Report for each site which shall include, but not be limited to, the excavation area after all excavation work under this Section has been completed. This report shall include measurements of all final dimensions of the excavation area. The Contractor shall employ a tripod-supported auto-fire or auto-scan laser with built-in angle and distance measurements and software capabilities. No separate payment be made for this work, the cost of which shall be deemed included under this Item GI-4.02.

GI-4.02.4. MEASUREMENT

The quantity of Earth Excavation to be measured for payment shall be the number of cubic yards of material of whatever nature encountered (except for ledge rock, unanticipated structures which cannot be removed using conventional excavating equipment, and hazardous materials) actually excavated from within the bioswale area and shall include, but not be limited to, sidewalk pavements.

The dismantling and removal of the existing street lights, traffic signals and fire alarms, etc., will be done by the various departments having jurisdiction, except as otherwise provided. The existing foundations for these facilities shall be removed by the Contractor to a plane two (2') feet below subgrade and such removal will be measured for payment under this item.

GI-4.02.5. PRICE TO COVER

The contract price bid for Earth Excavation shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required for excavating and disposing of all materials of whatever nature encountered (except for ledge rock, unanticipated structures which cannot be removed using conventional excavating equipment, and hazardous materials) including, but not limited to, sidewalk pavements, foundations, curbs and sidewalks in areas to be widened; dewatering; protection of underground utilities; salvaging items designated for re-use in the work; grading; backfilling; compaction and preparation of subgrades; additional excavation, when ordered by the Engineer; all, together with

necessary incidentals, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

When there is no scheduled Item to pay for fill or backfill as may be required, the cost of furnishing and placing fill or backfill shall be deemed included in the contract price for Earth Excavation.

The quantity of excavation to be measured for payment under Earth Excavation shall not include excavation required under other Sections whose contract prices include the cost of excavation.

Payment will be made under:

Item No.	Item	Pay Unit
GI-4.02	EARTH EXCAVATION	C.Y.

SECTION GI-4.03
EXCAVATION OF BOULDERS IN OPEN CUT

GI-4.03.1. DEFINITION

Excavation of boulders in open cut shall include the excavation, removal and disposal of boulders or parts thereof from within the excavation limits, more than one-half (1/2) cubic yard in volume. The term boulders as used herein shall include riprap, rock fill, thrust blocks and loose masonry. It shall not include pavement and pavement foundation, or existing sewer or water main structures.

GI-4.03.2. REMOVAL

The Contractor may elect to remove an entire boulder when partly extending into the trench. Boulders shall be removed from the site of the work immediately after being excavated and measurements taken by the Engineer. Excavated boulders shall become the Contractor's property and shall be properly disposed of at the Contractor's expense.

GI-4.03.3. NO SEPARATE PAYMENT

No separate or additional payment will be made for excavating, removal and disposal of boulders one-half (1/2) cubic yard or less in volume, the cost thereof shall be deemed included in the prices bid for all items of this contract.

No separate or additional payment will be made whenever the Contractor elects to remove an entire boulder that extends partly into the excavation limits. Payment will only be made for that volume of the boulder that is within the excavation limits. No separate or additional payment will be made for the removal of boulders or for the filling of voids left by the removal of boulders beyond the limits of excavation.

GI-4.03.4. MEASUREMENT

The quantity to be measured for payment under this item shall be the volume in cubic yard of boulders greater than one-half (1/2) curb yard removed from within the bioswale limits of the excavation.

GI-4.03.5. PRICE TO COVER

The contract price bid per cubic yard for excavation of boulders in open cut shall cover the cost of all labor, materials, equipment, insurance, and incidental required to complete the work of excavating boulders within the bioswale limits of excavation, in full compliance with the requirements of the specifications without regard to the subsequent use of the excavated material.

Payment will be made under:

Item No.	Item	Pay Unit
GI-4.03	EXCAVATION OF BOULDERS IN OPEN CUT	C.Y.

SECTION GI-5.02
(NOT A PAY ITEM)
DEWATERING

GI-5.02.1. DESCRIPTION

Construction dewatering shall consist of controlling surface water such that excavation required on the Contract Drawings can be performed to required depths in substantially dry and stable conditions.

GI-5.02.2. MATERIALS

(A) All pumps used in the dewatering operation shall be electric and shall be powered directly from a Con Edison drop, unless otherwise unavailable.

GI-5.02.3. CONSTRUCTION METHODS

(A) The Contractor shall at all times during the progress of the work keep the excavations free from water. The water from the excavations shall be disposed of in such a manner as will not cause injury to the public health, nor to public or private property, nor to the work completed or in progress, nor to the surface of the streets, nor cause any interference with the use of the same by the public. All sewers used for disposal of water from the excavation during construction shall be acceptably cleaned.

(B) Surface water on and around the site shall be collected into local sumps by means of trenches, pipes, or other means. The Contractor shall discharge the water into the City wastewater collection system. Direct surface water to minimize surface erosion, ponding and softening of slopes and berms, including haul roads and equipment working stations. Slope protection by means of polyethylene sheets, held in place by tires or otherwise, shall be provided locally as required. At the perimeter of the excavation, surface water is to be directed into the storm sewer system and not permitted to enter the excavation. Curbs shall be maintained and, where necessary, extended across intersections, curb cuts and defective curb sections.

(C) The Contractor shall, with the Contractor's own equipment, provide dewatering where required at no additional cost to the City. The cost for all labor, equipment, materials, etc. required to dispose of water from the excavation shall be deemed included in the prices bid for all items of the contract.

(D) All dewatering and discharge pipes and hoses which cross traveled roadways shall be placed in such a manner so as to eliminate any disruption of traffic flow.

GI-5.02.4. MEASUREMENT AND PAYMENT

Payment for this item shall be deemed to be included in the unit price bid for Item No. GI-4.02.

SECTION GI-5.08
PLANTING TREES IN THE BIOSWALE

GI-5.08.1. INTENT

This section describes planting of trees.

GI-5.08.2. DESCRIPTION

The Contractor shall provide all labor, materials, equipment, insurance and incidentals required to furnish and plant the scheduled trees in the bioswale, as shown on the Green Infrastructure Standards and in accordance with the specifications and the directions of the Engineer. The Contractor shall be liable for any damages to property caused by planting operations, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Engineer, at no cost to the City.

GI-5.08.3. MATERIALS

(A) Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 1998 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Engineer in consultation with the NYC Department of Parks and Recreation's Chief of Forestry & Horticulture.

(B) Burlap: Burlap shall be a natural fabric. No nylon burlap shall be permitted.

(C) Cord or Rope: Cord or rope shall be sisal twine. Nylon rope shall not be permitted.

GI-5.08.4. QUALITY CONTROL

Sources

(A) Primary Source. All trees obtained from nurseries must have been produced by plants with a provenance from within a 250-mile radius of the planting site. The Contractor shall submit written verification from the nurseries on their letterhead (submittals on contractor letterhead will be rejected), certifying the collection location of plant species seed sources and cuttings (when applicable) for all plant material used on this project. However, a reasonable effort shall be made to obtain sources of plants as close to the planting site as possible. All plants grown and/or originating from outside the 250-mile radius will be rejected. In addition, all plants must have been grown within the 6a to 7a, inclusive, USDA Plant Hardiness Zones as that of the planting site. No substitutions of specified plants will be accepted without the written permission of Engineer.

Ship landscape materials with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape materials.

(1) Nurseries that collect plants from the wild will be rejected.

(2) If specified landscape material is not obtainable, submit proof of non-availability, with written proposal for use of equivalent material to Engineer.

(3) The Contractor shall provide trees of quantity, size, genus, species shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock" as referenced above (e.g., container size, plant height, number of stems, etc.). The Contractor shall provide healthy, vigorous stock, grown by a professional nursery in accordance with good horticultural practices and free of diseases, insects, eggs, larvae and defects including, but not limited to, knots, sun-scald, injuries, abrasions, or disfigurement.

(4) All plants furnished under this Item shall be true to name. Plant names shall agree with the nomenclature of "Manual of Vascular Plants of the Northeast United States and Canada," Gleason and Cronquist, 1991. Size and grading shall conform to those of the American Association of Nurserymen.

Inspection of Plant Material at Nursery

(A) The Engineer or his representative shall inspect all plant material used on this project at the place of growth before planting, for compliance with requirements for genus, species, variety, size and quality. The Contractor shall be responsible for all inspection costs beyond a 50-mile radius from the planting Site.

(B) The Engineer or his representative retains the right to further inspect all plant material for size and condition of root system, insects, injuries and latent defects, and to reject unsatisfactory or defective material anytime during the progress of work. The Contractor shall remove rejected plant material from the project site immediately upon notification without compensation.

(C) Only tagged samples of plant material shall be delivered to the site and planted in locations approved by the Engineer or representative.

(D) The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany each shipment of plants and on arrival, the certificates shall be filed with the Engineer.

GI-5.08.5. ORDERING PLANT MATERIALS

(A) The Contractor shall notify the Engineer of the unavailability of any tree species designated in the contract, as well as provide confirmation to the Engineer of all orders from all sources of supply. Any request for species substitution due to unavailability must be submitted in writing to the Engineer, within fifteen (15) days of the award of contract. The Contractor must include the names and addresses of at least ten (10) nurseries they have contacted in an effort to locate these species, and the list shall be submitted to the Engineer. All nurseries supplying material shall be required to have a registration certificate from the Department of Agriculture and Markets, Division of Plant Industry, New York, or any other state where plant material is obtained, certifying that plant material is apparently free of injurious insects and diseases.

GI-5.08.6. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Plant material

Plant material shall be as shown on the Tree Planting Schedule as shown on the Contract Drawings. Where applicable, the Contractor shall provide freshly dug plant material. Cold storage or previously dug plants will not be acceptable. The Contractor shall not prune prior to delivery unless otherwise directed and approved by the Engineer or representative. Plants that are pruned without authorization from the Engineer will be rejected. Plant material shall be delivered to the site in such a manner as to not damage the bark, break branches, or destroy the natural shape of the plant. To protect plant material from desiccation, the Contractor shall when deemed appropriate and only on appropriate plant material, apply an approved anti-desiccant 48 hours prior to transporting and fully cover plant material during transportation to the planting site. Plant material shall not be dropped or in any way be mishandled during unloading. Plants damaged during transportation to the site will be immediately rejected. Unacceptable conditions shall include, but not be limited to, the following: loose burlap or rope, soil spilling from B&B or containers, plants that move independently of root ball or container, soil missing from B&B or containers, and irregularly shaped root balls.

(B) ASIAN LONGHORNED BEETLE QUARANTINE ZONE REGULATIONS:

Due to current Federal, State and NYC DPR policy, the following host species may not be planted in the quarantine zone. Host species are as follows: Acer-Maple, Aesculus-Horsechestnut/Buckeye, Salix-Willow, Betula-Birch, Populus-Poplar, Ulmus-Elm, Albiza-Mimosa/Silk Tree, Celtis-Hackberry, Fraxinus-Ash, Platanus-London Planetree, Sycamore, Sorbus-Mountain Ash.

In addition, Nurseries located within the quarantine zone shall comply with State and Federal Law and all Contractors and/or Subcontractors shall be certified by the New York State Department of Agriculture and Markets to perform work within the Quarantine Zone. For additional information, including the extent of the quarantine zone, see the NYC Department of Transportation, Standard Highway Specifications, General Conditions, Subsection 1.06.23.(R), "PLANT PEST CONTROL REQUIREMENTS".

(C) Dimensions

A plant shall be dimensioned as it stands in its natural position. Trees up to and including four (4) inch caliper size shall be measured six (6) inches above ground level. Trees over four (4) inches in caliper size shall be measured twelve (12) inches above ground level. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Larger plants cut back to sizes specified will not be accepted.

(D) Preparation of Plants

All precautions customary in good trade practice shall be taken in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise specified. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped and balled and platformed plants shall have a solid ball of earth of minimum specified size, securely held in place by burlap and stout rope or twine. Oversized or exceptionally heavy plants are acceptable if the size of the ball or spread of roots is proportionately increased, to the satisfaction of the Engineer. Loose, broken, or manufactured balls will be rejected. Bare root plants shall be puddled immediately after digging by immersing the roots in a hydrogel slurry, so as to completely coat the roots.

(E) Delivery

Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out and immediately after inspection shall be heeled in moist soil. Balled and burlapped plants shall be set on the ground and the ball covered with soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.

(F) Inspection

Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the City. Final inspection shall be made upon completion of the contract.

GI-5.08.7. PLANT SCHEDULE

(A) ABBREVIATIONS

Cal.	Indicates the caliper of the trunk of the tree.
B & B	Indicates tree or shrub to be balled and burlapped.
B.R.	Indicates a tree or shrub to be delivered "bare root".
O.C.	Indicates "on center" or spacing between plants in all directions.
Ht.	Indicates overall height of tree.
Item No.	Indicates specific species of plant material, including a description.

(B) No planting shall be done except in the presence of the Engineer. While trees with exposed roots are being distributed in planting beds or are awaiting planting after distribution, the Contractor shall protect the roots from drying out; the means employed shall be satisfactory to the Engineer. All trees shall stand, after settlement, at the same level at which they have grown. Care shall be exercised in setting the plants plumb. All ropes, stones, etc., shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable.

Planting Schedule

Deciduous	March 1 to May 1 and	October 15 to December 1
Evergreen	April 1 to May 15 and	September 1 to October 15

(C) Approval of new plantings in each Bioswale will not occur until all landscaping work has been completed. The Contractor shall be responsible for maintaining all new planted trees, in accordance with the requirements of the Subsection GI-5.09.4.

Items PM-1 through PM-3 are listed by estimated size and/or shared similarities; they include—but shall not be limited to—the genus and species listed beneath each item.

1. ITEM# GI-5.08PM-1 PLANT MAJOR TREES – 2 to 2.5 INCH CALIPER

Acer campestre, Hedge Maple - 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground. Should have single straight trunk with leader intact and symmetrical well branched tops.

Acer ginnala, Amur Maple: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground. Should have single straight trunk with leader intact and symmetrical well branched tops.

Acer rubrum, Red Maple: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground. Should have single straight trunk with leader intact and symmetrical well branched tops.

Carpinus betulus, European Hornbeam: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 5' to 6'. Should have single straight leader.

Celtis laevigata, Sugar Hackberry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 5' to 6'. Should have single straight trunk with leader intact and symmetrical well branched tops.

Celtis occidentalis, Hackberry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Should have straight trunk w/symmetrical well branched top, spread of 5' to 6'.

Cercidiphyllum japonicum, Katsura Tree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 4' to 5', well branched. Should have straight trunk with leader intact.

Cladrastis kentukea (lutea), Yellow wood: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 5' to 6'. Should have a single straight trunk. Specimen quality.

Corylus colurna, Turkish Filbert: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 5'-6'. Should have single, straight leader.

Crataegus viridis 'Winter King', 'Winter King' Green Hawthorn: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 6'. Should have a single straight trunk.

Eucommia ulmoides, Hardy Rubber Tree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Should have straight trunk with symmetrical and somewhat pyramidal, well branched top.

Fraxinus pennsylvanica, Green Ash: 2" to 2-1/2" cal. B&B with 26" to 28" rootball branched 6' from ground. Should have single straight trunk with leader intact, symmetrical well branched tops.

Ginkgo biloba, Ginkgo: 2" to 2-1/2" cal. B&B with 26" to 28" rootball Branched 6' from ground. Single straight trunk with leader intact, symmetrical well branched tops. Trees with unbalanced tops not acceptable. Spread of top 3' to 4'. Staminate form only.

Gleditsia triacanthos var inermis, Honeylocust: 2" to 2-1/2" cal. B&B with 26" to 28" rootball branched 6' from ground. Spread of top 4' to 5'. Shall have straight trunks and picturesque, well branched tops.

Gymnocladus dioicus, Kentucky Coffeetree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Single straight trunk with leader intact, symmetrical well branched tops.

Halesia caroliniana/Halesia tetraptera, Carolina Silverbell: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, spread of top 5' to 6'. Should have a single straight trunk. Specimen quality.

Koelreuteria paniculata, Goldenrain Tree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Should have single straight trunks with leaders intact and symmetrical well branched tops.

Liquidambar styraciflua, Sweetgum: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Should have single straight trunks, leader intact, well branched tops.

Liriodendron tulipifera, Tuliptree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk w/symmetrical well branched top, spread of top 5' to 6'.

Metasequoia glyptostroboides, Dawn Redwood: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Single straight trunk, pyramidal form and leader intact.

Nyssa sylvatica, Black Gum: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Should have single straight trunks with leader intact. Well branched tops.

Platanus X acerifolia , London Plane Tree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Shall have single straight trunks with leader intact, symmetrical well branched tops. No cut back trees.

Pyrus calleryana, Callery Pear: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 4' to 5'. All Pyrus must have been transplanted within the past two years.

Quercus acutissima, Sawtooth Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus bicolor, Swamp White Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus imbricaria, Shingle Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus macrocarpa, Bur Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus muehlenbergii, Chinkapin Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus palustris, Pin Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus phellos, Willow Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus robur, English Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'.

Quercus robur 'Fastigiata', Columnar English Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, fully branched.

Quercus rubra, Red Oak: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' to 7' from ground. Spread of top 4' to 5'.

Sorbus alnifolia, Korean Mountain Ash: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Shall have a single straight trunk with symmetrical well branched tops.

Styphnolobium japonicum, Japanese Pagodatree: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Symmetrical well branched tops. Spread of top 4' to 5'.

Syringa reticulata, Japanese Tree Lilac: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Must be single stemmed. Spread of top 5'.

Taxodium distichum, Bald Cypress: 6' to 8'. B&B with 26" to 28" rootball. Should have single straight trunk, vigorous growth with pyramidal form and single, straight leader intact.

Taxodium distichum var. nutans, Pond Cypress: 6' to 8'. B&B with 26" to 28" rootball. Should have single straight trunk, vigorous growth with pyramidal form and single, straight leader intact.

Tilia americana 'Redmond', 'Redmond' American Linden: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 4' to 5'. Straight trunks with leaders intact, and well branched tops.

Tilia cordata 'Greenspire', 'Greenspire' Littleleaf Linden: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 4' to 5'. Straight trunks with leaders intact, well branched tops.

Tilia x euchlora, Crimean Linden: 2" to 2-1/2" cal. B&B with 26" to 28" rootball branched 6' from ground, spread of top 4' to 5'. Straight trunks with leaders intact, well branched tops. No limb cuts over 3/4" which have not completely calloused over.

Tilia tomentosa, Silver Linden: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Spread of top 4' to 5'. Straight trunks with leaders intact, well branched tops.

Ulmus hybrids ('Accolade', 'Frontier', 'Morton Glossy', 'New Horizon', 'Patriot', and 'Pioneer': 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk with leader intact, well branched tops.

Ulmus spp. ('Jefferson', 'New Harmony', 'Valley Forge', 'Princeton', 'Homestead', 'Pioneer', 'Delaware'), American Elm: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk with leader intact, well branched tops.

Ulmus parvifolia, Lacebark Elm: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 5' to 6', straight trunk with symmetrical, well branched tops, must be free from bad crotches and other structural faults, shall be free from scale, Dutch Elm disease and all other infestation.

Zelkova serrata, Japanese Zelkova: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground, spread of top 4' to 5'.

2. ITEM # GI-5.08PM-2 PLANT MAJOR TREES – 3.5 to 4 INCH CALIPER

Same tree species as listed in Item #PM-1 with the caliper size of 3.5 inches to 4 inches

3. ITEM # GI-5.08PM-3 PLANT FLOWERING TREES

Amelanchier arborea, Downy Serviceberry: 8' to 10' H, B&B, 20" rootball, spread of top 5' to 6'.

Amelanchier canadensis, Shadblow: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, average height 8' to 10', spread of top 5' to 6'. Should have single, straight leader. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 4'.

Amelanchier x grandiflora 'Autumn Brilliance', 'Robin Hill', Apple Serviceberry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from the ground, average height 8' to 10', spread of top 5' to 6'. Should have single, straight leader. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 4'.

Amelanchier laevis 'Snowcloud', Snowcloud Serviceberry: 8'-10' H., B&B, 20" rootball, spread of top 5-6'.

Cercis canadensis, Cercis canadensis 'Alba', Cercis canadensis 'Forest Pansy', Eastern Redbud: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' to 7' from ground, average height 12' to 14', spread of 4' to 5', well branched. Should have straight trunk with leader intact. No limb cuts over 3/4' which have not completely calloused over. Heavy fibrous root system essential. Supply multi-stemmed if specified. Multi-stemmed shall be a minimum of 6'.

Chionanthus retusus, Chinese Fringetree: 1-3/4" to 2" cal., B&B, 22" rootball, well branched, spread of top 5'.

Chionanthus virginicus, White Fringetree: 5'-6' H., B&B, 16"-18" rootball, well branched, spread of top 5'.

Cornus florida, Flowering Dogwood: 8'- 10' H., B&B, 20" rootball, well branched, spread of top 5'.

Cornus kousa, Korean Dogwood: 8'- 10' H., B&B, 20" rootball, well branched, spread of top 5'

Cornus mas & Cornus officinalis, Cornelian Dogwood: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, spread of top 5'-6'. Should have single, straight leader.

Crataegus crus-galli var, inermis, Cockspur Hawthorn: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, single straight trunk, spread of top 7', specimen quality.

Crataegus laevigata, English Hawthorn: 8'-10' H., B&B, 20" rootball, single straight trunk, spread of top 6', specimen quality.

Crataegus lavallei, Lavalle Hawthorn: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, single straight trunk, spread of top 7', specimen quality.

Crataegus phaenopyrum, Washington Hawthorn: 8'- 10' H., B&B, 20" rootball, single straight trunk, spread of top 6', specimen quality.

Crataegus viridis, Green Hawthorne: 8'-10' H., B&B, 20" rootball, single straight trunk, spread of top 6', specimen quality.

Halesia tetraptera, Carolina Silverbell: 1-3/4" to 2" cal, 8'- 10' H., B&B, 22" rootball, single straight trunk, spread of top 5', specimen quality.

Hamamelis x intermedia, Hamamelis Intermedia: 4' to 4.5' H., B&B, 14" rootball, spread of top 4', specimen quality.

Laburnum x wateri, Goldenchain Tree: 1-1/2" to 2" cal., B&B, 22" rootball, single straight trunk, spread of top 6', specimen quality.

Lagerstroemia indica, Crapemyrtle: 6' to 8' H. Multi-stemmed - minimum of 3 main stems, B&B, 18" rootball,

Maackia amurensis, Amur Maackia: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 5' from ground. Should have single straight trunks with leaders intact, and symmetrical well branched tops.

Magnolia x soulangeana, Saucer Magnolia: 8' to 10' H, B&B, 20" rootball, well branched, spread of top 5'. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 6'.

Magnolia stellata, Star Magnolia: 8' to 10' H, B&B, 20" rootball, well branched, spread of top 5'. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 6'.

Magnolia virginiana, Sweetbay Magnolia: 8' to 10' H, B&B, 20" rootball, well branched, spread of top 5'. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 6'.

Malus baccata, Siberian Crabapple: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk with leader (single) intact, symmetrical well branched top.

Malus floribunda (sp), Japanese Flowering Crabapple: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk with leader (single) intact, symmetrical well branched top.

Malus, multi-stemmed (spp), Crabapple: 6' to 10' high, minimum diameter of root ball 24", with minimum spread of branches 5' to 6'. No branches should be less than 4' from the ground, unless it is endemic to the variety.

Malus sargentii, Crabapple: 5' to 6' H, B&B, 18" rootball, heavy plant, well furnished to ground, spread equal to height.

Malus x zumi, Redbud Crabapple: 2" to 2-1/2" cal. B&B with 26" to 28" rootball, branched 6' from ground. Straight trunk with leader (single) intact, symmetrical well branched top.

Oxydendrum arboreum, Sourwood: 7' to 8' H, B&B, 20" rootball, single straight trunk, spread of top 5', specimen quality.

Prunus mume, Japanese Apricot: 5-6' H., B&B, 20" rootball, heavy plant, well furnished to ground, spread equal to height.

Prunus 'Okame', Okame Cherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus padus, European Bird Cherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus sargentii, Sargent Cherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus serrulata 'Kwanzan', Kwanzan Cherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus virginiana 'Schubert', Canada Red Chokecherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus x yedoensis, Yoshino Cherry: 2" to 2-1/2" cal. B&B with 26" to 28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Stewartia koreana, Korean Stewartia: 5' to 6' H, B&B, 16" rootball, symmetrical, well branched tops, single trunk, spread of top 6'.

Stewartia pseudocamellia, Japanese Stewartia: 1-1/2" to 2" cal., B&B, 22" rootball, symmetrical, well branched tops, single trunk, spread of top 6'.

Styrax japonica, Japanese Snowbell: 6' to 8' H, B&B, 18" rootball, single straight trunk, spread of top 5', specimen quality.

GI-5.08.8. SUBMITTALS

(A) Before digging the pits, the Contractor shall submit, for approval, his method of soil preparation and planting to perform the work shown on the plans. Soil amendments shall be thoroughly mixed by approved methods. The soil around each plant shall be thoroughly saturated with water upon planting. Subsequent watering and weeding shall be provided under the requirements of **Section GI-5.09** at no additional cost.

(B) List of Materials/Suppliers: Submit a complete materials list (e.g., trees, mulch (jute mesh), cedar stakes, shrubs, etc.) of items to be provided under this section, for review by the Engineer or representative before the purchase or use of any such material.

(C) Method of Work: Submit a list of proposed methods of execution of work under this section for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

(D) The Contractor must submit the following information to the Engineer immediately following the Notice to Proceed:

(1) Subcontractor(s): The name of a Landscaping Contractor, acceptable to the Engineer, who will be performing all landscaping work (seeding and woody plant material). The proposed subcontractor will be evaluated on the following criteria:

a. Prior satisfactory experience in the installation of Green Infrastructure Systems.

b. Demonstrated capacity to accomplish the work in the time allotted. Qualifications of the Contractor's arborist, certified by the International Society of Arboriculture (ISA), who shall be required to be present on site while landscaping work is in progress.

c. Landscaping experience with other agencies, such as the Department of Environmental Protection (DEP) and the New York City Department of Parks and Recreation. Provide references and a specific contact person.

d. Membership with appropriate ecological restoration organizations.

e. Other references or experience deemed appropriate to obtaining approval.

f. The following is required prior to the start of landscaping work:

1) List of all materials and certificates specified within this item.

2) Schedule/Methods of Operation/Maintenance Plan (which is up to the end of maintenance period as mentioned in the Schedule "A" of this project).

3) List of all equipment to be used.

GI-5.08.9. CONSTRUCTION METHODS

(A) Plants shall be delivered only when preparations for planting have been completed and plants can immediately be installed. If planting is delayed for more than six hours after delivery, set plant material in shade, protect from mechanical damage and keep roots moist by covering with mulch (jute mesh), burlap or other acceptable means of retaining moisture, watering as necessary.

(B) All plants shall be subject to inspection and approval by the Engineer. Plants required for the work will be inspected and tagged at the place of growth before being dug. The Contractor shall be

responsible for all costs related to inspection of plant material by the Engineer beyond a radius of 50 miles from New York City. Selection and/or tagging of material shall cover the type and quality of the plant only, but shall not constitute final acceptance nor preclude the right of rejecting plants not fully meeting the requirements of the specifications. No plant material shall be accepted without prior nomenclature labeling at the nursery of origin. The nursery label must display the full botanical name of the plant.

(C) Cultivars or varieties are not acceptable and written verification from the nurseries certifying this requirement will be required on all plant material. The Contractor should only consider straight species when ordering plant material.

(D) Each shipment of plants must be declared and certified free of diseases of any kind with such necessary inspection certificates accompanying each shipment.

(E) All nursery stock furnished by the Contractor shall be subject to inspection within 48-hours after delivery of said stock. The plants shall also be subject to such inspection during the life of the Contract, and infestations occurring on the stock as a result of conditions existing prior to the receipt of the plants on the project shall be cause for rejection.

(F) The time of planting is subject to the type and size of the material, method of planting and approved planting schedule. The Contractor shall furnish a certification from the nursery regarding the date of digging for all applicable plant material.

(G) Unless otherwise directed by the Engineer in writing, evergreen plant material shall be planted from April 1 to May 15 and September 1 to October 15. Deciduous plant material shall be planted from March 1 to May I and from October 15 to December 1. Perform actual planting only when weather and soil conditions are suitable for optimal benefit to the plant. No plant material shall be planted when the ground is frozen or in excessively moist condition. Notify the Engineer at least three days (excluding weekends) in advance before proceeding with any planting operations.

(1) No shipment of plant materials shall be unloaded or planted by the Contractor until such materials have been inspected and accepted by the Engineer, and inspection certificates, if any, have been delivered.

(2) The Contractor shall proceed with and complete work expeditiously, working within the seasonal limitations for each kind of landscape work required.

(3) Determine location of underground utilities and perform work in a way that shall avoid possible damage. Hand excavate, as required. The Contractor assumes responsibility for damage to underground utilities when excavating and is required to call "One Call" @ 800-272-4480 a service that marks underground facilities on the surface, prior to excavation. Maintain grade stakes set by others until removal is approved by Engineer. However, the Contractor is advised that the provisions of 16 NYCRR Part 753 ("One Call") do not apply to City owned utilities. It shall be the Contractor's responsibility to determine the location of the City owned underground distribution systems. The Contractor shall make his own field observations and research the City's records to determine the location of such facilities before the commencement of excavation.

(4) When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Engineer before planting.

(5) The Contractor shall furnish a certification from the nursery regarding the date of digging. All appropriate plant material shall be sprayed in the nursery within 48 hours prior to digging with an approved anti-desiccant.

(H) Sizes of planting pits shall be as proposed in the Contractors approved shop drawing submittals.

(I) All plant material shall be thoroughly watered immediately after installation. Planting will not be permitted unless a water truck is on site and made available whenever the Contractor is installing plant material. Refer to **Section GI-5.09** – Watering and Weeding During the Maintenance Period.

(J) Anti-desiccant spraying - Unless otherwise directed all trees shall be sprayed with an approved anti-desiccant (Wilt Pruf NFC or approved equivalent) using a power sprayer to apply adequate coverage,

according to manufacturer's directions, over trunks, branches, twigs and foliage as directed by and in the presence of the Engineer. The Contractor is to read the product label carefully as some plant material can be injured from the application of an anti-transpirant. The material to be used shall be emulsions or other materials that will provide a protective film over plant surfaces, yet permeable enough to permit transpiration. The time of spraying shall be as follows, unless otherwise directed by the Engineer:

Deciduous: Spring planting - Apply when leaves have reached seventy-five percent (75%) of mature size.

(K) Where deemed necessary by the Engineer, stakes for supporting trees shall be White or Red cedar, with a minimum diameter of three inches. Contractor shall use Camb Guards rubber supporting straps for trees model # 92-111, 92-112, or 92-113 by Keslick and Son Modern Arboriculture, 214 N Penn Street, West Chester PA, 19380 (610)-696-5353 or an approved equivalent. Camb Guards around tree trunk and stake shall be fastened in such a manner as to allow slight movement of trunk.

Camb Guard ® Specifications

Tree Diameter	Model Number
2" or less	92-113
2" or larger	92-112 or 92-111

(L) In natural area plantings, Engineer will field determine if stakes are required. If it is determined that staking is required, a modified staking system shall be used. The modified stakes shall be shorter than conventional stakes. In either situation, stakes shall be maintained by the Contractor until the end of the maintenance period or as directed by the Engineer. The Contractor shall remove all stakes and camb guards at the end of the-maintenance period or as directed by the Engineer.

GI-5.08.10. LANDSCAPE GUARANTEE AND REPLACEMENT

(A) All landscaping work shall have upon planting a guarantee period as specified in the Schedule "A" of this project. Contractor shall request in writing an inspection of all landscaping work when completed to begin the maintenance and guarantee period.

(B) Plant material found to be unsatisfactory or in poor condition at the inspection shall be removed and replaced at the appropriate planting season for that type of plant material. No payment will be made for plant material found to be unacceptable during this inspection.

(C) The Contractor shall submit, in writing, any conditions or species which he feels may be questionable prior to ordering said plants. If he is agreeable, the Engineer will substitute recommended species or address the conditions deemed unsuitable. However, upon ordering a plant and installing it, the Contractor accepts the responsibility for guaranteeing the plant's survival. There shall be no exception.

(D) During the guarantee period, any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, shall be promptly removed and replaced by the Contractor during the appropriate planting season for that type of plant material as determined by these specifications. The replacement shall be of the same variety, size and character as specified for the original planting and continue to be under the same maintenance and guarantee. That is, they shall be subject to replacement again up to the end of the guarantee period (as specified in the Schedule A of this project from date of planting or transplanting of each plant. The Engineer or representative shall be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all planted areas.

(E) Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

GI-5.08.11. MAINTENANCE

(A) The Contractor for the remaining guarantee period shall thoroughly remove all weeds from planted areas, spray (with approved Fungicide, Insecticide and Herbicide) for diseases, insects and weeds as directed, prune dead wood from all trees and shrubs as directed, and any other recognized beneficial horticultural practice, to the satisfaction of the Engineer and as is required to properly establish the newly planted material.

(B) Removal of competing weeds will be required as directed by the Engineer and will be strictly enforced. Removal of weeds may be done chemically (e.g. Round-Up, or Rodeo) only when applied by a New York State licensed applicator, at the most effective eradication time for the target weed species and when spraying will not injure contract specified vegetation. Adjacent areas could contain a high weed content and may also need to be sprayed or hand removed to prevent colonization of planted areas.

(C) The Contractor shall submit for review, a detailed written landscape maintenance schedule covering maintenance period remaining of this project, prior to the start of work. Planting shall not proceed until this schedule has been reviewed and approved by the Engineer.

GI-5.08.12. MEASUREMENT

The quantities of Trees to be paid for under each item shall be the number of Trees of each size or type planted to the satisfaction of the Engineer.

GI-5.08.13. PRICES TO COVER

The price bid for each size or type of Tree planted shall be the number of planted and maintained, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Engineered Soil and mulch (jute mesh), where called for in the Contract Drawings or details, will be paid under their respective items.

The cost of water, regardless of source, is deemed included in the unit prices bid. No extra payment will be made for water coming from the Contractor's own source.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.08PM-1	PLANT MAJOR TREES – 2 TO 2.5 INCH CALIPER	EACH
GI-5.08PM-2	PLANT MAJOR TREES – 3.5 TO 4 INCH CALIPER	EACH
GI-5.08PM-3	PLANT FLOWERING TREES	EACH

SECTION GI-5.09
(NOT A PAY ITEM)
WATERING AND WEEDING DURING MAINTENANCE PERIOD

GI-5.09.1. DESCRIPTION

The Contractor shall maintain and cultivate the healthy growth of all plantings in the planted area after installation, in accordance with the specifications and contract drawings during the maintenance period of the project. For the purposes of this item, the maintenance period shall begin after the completion of planting, and terminate at the completion of the maintenance period. No separate payment shall be made for the work of this specification.

GI-5.09.2 SUBMITTALS

(A) The Contractor's Landscape Subcontractor shall submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer. The plan shall include proposed methods of watering and weeding, including but not limited to the use of tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools.

(B) The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Contractor's Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

GI-5.09.3 CONSTRUCTION METHODS

(A) The Contractor responsibilities under this section consists of watering and weeding after installation as required to maintain installed plant material in a healthy and vigorous condition in the specified Engineered Soil, in accordance with the specifications and Contract Drawings.

(B) Watering shall take place at one-week intervals from May 1 through October 31, for a total of twenty-seven (27) waterings per year or a total of fifty-four (54) waterings for the 2-year guarantee period. Each week, the individual plants shall receive the following volume of water:

PLANT SIZE	VOLUME OF WATER (gallons)
# 1 container	2
# 2 container	2.5
# 3 container	3
# 7 container	6
1" – 2" caliper	18
2" – 3" caliper	30

This is the maximum amount of water to be applied each week. The Engineer may order less watering based on weather and soil conditions.

Watering shall not be done for any given week if soil is saturated from recent rains or snowmelt. During extended dry periods, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. However, the total number of 54 watering cycles will not be exceeded.

Watering shall be applied in such a manner as to not damage plants or remove mulch (jute mesh) and stakes. Watering shall not cause the uprooting or the exposure of plant roots. Damage resulting from improper watering shall be immediately repaired at the Contractor's expense.

GI-5.09.4. MAINTENANCE

(A) Horticultural Maintenance shall consist of the weeding, removal of litter and general maintenance and replacement of plant material.

(B) Green Infrastructural Maintenance shall consist of cleaning out and disposing of sediment from inlet and outlet structures and weep holes (if any) as necessary to allow water to move freely in and out of

the site. Layers of mulch (jute mesh) (if any) and stone in or around the inlet, storm water flow path and ponding areas may require removal and replacement as deemed necessary by the Engineer, just prior to the end of the contract guarantee period. This work should be performed during a time when the soil is dry, using a flat–bottomed shovel.

(C) Maintenance should occur at a minimum of once per month and as needed following significant rainfall events. Visually inspect the site for erosion, including inlet and outlet structures, embankments, side slopes, and check dams. Symptoms of erosion can include erosive gullies or areas of bare soil. Remove any litter directly covering and immediately upstream or downstream of inlets and outlets so that the drainage path is clear. The top of the mulch (jute mesh) (if any) should be at least two inches below the lowest point of the inlet/outlet to minimize blockage.

GI-5.11.5. MEASUREMENT AND PAYMENT

Payment for this item shall be deemed to be included in the unit price bid for item under **Sections GI-2.11, GI-2.12 and GI-5.08**.

SECTION GI-5.10
STONE COLUMN

GI-5.10.1. DESCRIPTION

Install stone columns as shown on the Contract Drawings and in accordance with the specifications and directions of the Engineer.

GI-5.10.2. MATERIALS

(A) Open-graded stone shall comply with **Section GI-2.07**, Open-Graded Stone Base, herein this Addendum.

(B) High density polyethylene (HDPE) pipe and fittings shall comply with **Section GI-2.16**, HDPE Pipe, herein this Addendum.

(C) Geotextile fabric shall comply with **Section GI-2.09**, Geotextile Fabric, herein this Addendum.

(D) Temporary Casing

GI-5.10.3. CONSTRUCTION METHODS

(A) The Contractor shall auger a fourteen (14") inch diameter casing a minimum of five (5) vertical feet into the permeable soil layer. The final depth of HDPE pipe shall be determined by the Engineer.

(B) The stone column shall consist of:

(1) Ten (10") inch inside diameter (twelve (12") inch outside diameter) perforated HDPE pipe

a. The pipe length shall be determined by the Engineer.

(2) Ten (10") inch inside diameter (twelve (12") inch outside diameter) solid HDPE pipe

a. The length shall be determined by the Engineer.

b. Extend the pipe two (2) inches above the low point of the bioswale.

(3) Ten (10") inch diameter PVC coupling to connect the perforated HDPE pipe to the solid HDPE pipe.

(C) Wrap geotextile fabric with a minimum overlap of 6" around the perforated pipe and fasten by collar to the solid pipe.

(D) Fill the attached perforated and solid HDPE pipe with open-graded stone and seal with a perforated cap sized for the ten (10") inch inner diameter HDPE pipe.

(E) Space the stone columns in accordance with the Contract Drawings and as directed by the Engineer.

(F) Install the middle stone column in the bioswale only in a planting bed with no tree.

(G) During construction, keep the column free from foreign matter. The piping shall be left thoroughly clean to the satisfaction of the Engineer.

(H) Remove casing once augured and HDPE pipe is placed.

GI-5.10.4. MEASUREMENTS AND PAYMENT

The quantities to be measured for payment under these Items shall be the number of Vertical Feet of stone column installed to the satisfaction of the Engineer.

The price bid shall be a unit price per Vertical Feet of stone column installed as shown on the Contract Drawings and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, auguring a fourteen (14") inch diameter temporary casing and its removal, furnishing and installing ten (10") inch solid HDPE pipe, ten (10") inch diameter

perforated pipe, PVC coupling(s), perforated cap, geotextile and fastening collar, and open graded stone; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.10	STONE COLUMN	V.F.

SECTION GI-5.11
(NOT A PAY ITEM)
WELDING

GI-5.11.1. DESCRIPTION

All welding shall be performed in accordance with ANSI/AWS D1.1 and ANSI/AWS D1.4. No welding shall be performed when the base metal temperature is lower than 32 degrees Fahrenheit.

GI-5.11.2. MATERIALS

(A) All welding equipment, electrodes, welding wire and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding operator performing qualified welding procedures.

(B) All welding equipment and materials shall comply with the applicable requirements of ANSI/AWS D1.1 and ANSI/AWS D1.4.

GI-5.11.3. CONSTRUCTION METHODS

(A) Each welder, welding operator and tacker assigned to work on this Contract shall be certified in conformance with ANSI/AWS D1.1, Section 4. Welders shall also be New York City certified, and all welding shall be done in conformity with the NYBC and BS&A.

(B) Contract Drawings will include the following information:

(1) Size, length, type and location of welds.

(2) Location of welds for which non-destructive testing is required. When location of non-destructive testing is not shown, it will be indicated by the Engineer in the field.

(C) Workmanship and techniques for welded construction shall conform to the requirements of ANSI/AWS D1.1 and AISC-04. When ANSI/AWS D1.1 and AISC- 04 are in conflict, the requirements of ANSI.AWS D1.1 shall govern.

(D) Welding of reinforcing shall conform to the requirements of ANSI/AWS D1.4 and the Detailed Specifications. Welds shall develop a minimum of 85,000 psi tensile strength. Bars to be welded shall be cut by means of an oxyacetylene torch or by sawing. Ends shall be free of dirt, oxide scale, oil, grease, or other foreign matter. Sheared ends of bars shall be trimmed back at least 1/2-inch by sawing or flame cutting. Preheat and interpass temperature shall conform with ANSI/AWS D1.4. Bars having a carbon equivalent content in excess of 0.50 percent shall not be welded.

(E) Where dissimilar steel are welded together, the procedure used shall be the same as the one used for the lower strength steel.

(F) All groove welds shall be 100 percent complete penetration welds as defined in ANSI/AWS D1.1 or shown in ANSI/AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown or whether the supplementary backing weld or melt through symbol is included, in each groove-weld symbol shown unless partial penetration is included in the weld symbol.

(G) Gun welded studs shall conform with the requirements of ANSI/AWS D1.1, Section 7.

(H) Upon completion of welding, all weld splatter, flux, slag and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance with uniform weld contours and dimensions. All sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.

(I) Dimensional tolerances for welded construction, details of welds, and quality of welds shall be in accordance with the applicable requirements of ANSI/AWS D1.1, ANSI/AWS D1.4 and the Contract Drawings.

(J) The welding shall be subject to inspection and tests in the shop and project site. Inspection and tests in the shop will not relieve the Contractor of the responsibility to furnish weldments of satisfactory quality.

(K) All welding exhibiting any cracks, either in the weld metal or the parent metal, will be rejected.

(L) Defective or unsound welds or base metal shall be corrected either by removing and replacing the entire welds.

GI-5.11.4. MEASUREMENT AND PAYMENT

Payment for this item shall be deemed to be included in the unit price bid for Item No. GI-2.10.

SECTION GI-5.13
STORM WATER INLET CONNECTIONS

GI-5.13.1. DESCRIPTION

Storm water inlet connections shall be constructed of the sizes, classes and kinds shown, specified or required.

GI-5.13.2. MATERIALS

(A) Cement mortar shall comply with the requirements of **Section 2.17** in the NYC Department of Environmental Protection (DEP), Standard Sewer Specifications.

(B) Cement grout shall comply with the requirements of **Section 2.18** in the NYC DEP, Standard Sewer Specifications.

(C) Solid six (6) inch HDPE pipe and fittings shall comply with the requirements of **Section GI-2.16**, herein this Addendum.

(D) All other materials required shall be as approved by the Engineer.

GI-5.13.3. CONSTRUCTION METHODS

(A) GENERAL – Storm water inlet connections shall be constructed of the sizes, classes and kinds, and to the lines and grades shown on the Contract Drawings or as ordered by the Engineer. The Engineer may direct that the inverts of inlet connections be lowered or raised, so as to meet conditions encountered at the time of construction. The cost of this work shall be deemed included in the contract price bid for inlet connections.

Storm water inlet connection pipe or storm water inlet connection pipe openings will not be permitted through the corner of inlet basins. The distance from the edge of a pipe or an opening to the inside face of the adjoining wall shall be a minimum of three (3") inches.

The location and angle of basin connections may be varied to suit field conditions. Basin connections shall be installed with a minimum drop of six (6") inches from the basin to the six (6") inch perforated HDPE Pipe (Item GI-2.16P) in the bioswale.

(B) GENERAL CONSTRUCTION PROVISIONS - The requirements of **DIVISION IV - GENERAL CONSTRUCTION PROVISIONS** in the NYC DEP Standard Sewer Specifications shall apply to the work to be done hereunder.

(C) LAYING - The pipe shall be laid with the male ends toward the outlet. The pipes shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

During the progress of the work the exposed ends of pipe connections shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.

The ends of the pipe that enter masonry walls shall be cut to fit the inner face of the masonry. Unless otherwise directed, such cutting shall be done before the pipes are built in.

Unless otherwise directed the trench for each inlet connection shall be fully excavated for its entire length before any pipes are laid therein.

(D) JOINTS

(1) Joints shall be made in accordance with the requirements of the specifications as stated hereinabove for the specific kind of pipe used.

(2) Inspection - Unless otherwise directed by the Engineer, the finished joint shall be left exposed for inspection and approval by the Engineer. A suitable ladder affording easy access for such inspection shall be provided.

(E) BEDDING

(1) No bedding material will be required for the HDPE pipe laid within the roadway or within the bioswale area.

(F) DAMAGED PIPE - Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from the site of the work by and at the sole expense of the Contractor.

(G) CONNECTIONS TO STRUCTURES - Where openings are not provided in inlets for connection of the six (6") inch inlet connections, the Contractor shall core openings in the walls of the inlets for inlet connections as directed by the Engineer. The maximum diameter of the cored opening for inlet connections shall be ten (10") inches. The use of pneumatic percussion hammers will not be permitted in order to provide an opening for inlet connections.

GI-5.13.4 MEASUREMENT AND PAYMENT

The quantity of solid dual wall HDPE pipe storm water connections to be measured for payment shall be the number of linear feet of 6" diameter solid dual wall HDPE pipe connection and bends incorporated in the work, complete, to the satisfaction of the Engineer, as shown, specified or required, measured along the center lines of the connection pipes where laid.

Payment will be made from inside face of inlet to the connection with the 6" Perforated HDPE Pipe.

GI-5.13.5 PRICE TO COVER

The contract price for SOLID DUAL WALL HDPE PIPE CONNECTION (6" DIA.) shall be the unit price bid per linear foot of 6" diameter Solid Dual Wall HDPE Pipe Connection and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidental required and necessary to construct the inlet connections of the size and to the lines and grades shown or as directed, including the earth excavation of all materials of whatever nature encountered (See **Section GI-4.02** - Earth Excavation) and unclassified excavation within the roadway; cored openings for connections to structures; connections; backfilling; cleaning up; and furnishing and installing pipe bends and all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans, specifications and standards and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.13	SOLID DUAL WALL HDPE PIPE CONNECTION (6" DIA.)	L.F.

SECTION GI-5.13A
STORMWATER INLET

GI-5.13A.1. DESCRIPTION

Stormwater Inlets (for use in Right-Of-Way Bioswales, Type 2B and Type 2A) shall be constructed of the sizes and shapes shown complete with frames, gratings, covers, hoods, hooks and all other hardware as shown or required.

GI-5.13A.2. MATERIALS AND CONSTRUCTION METHODS

The Contractor is notified that the materials and construction methods necessary and required to construct complete stormwater inlets shall be in accordance with the requirements for Catch Basins under **Subsections 5.09.2** and **5.09.3** of the NYC Department of Environmental Protection, Standard Sewer Specifications, and in accordance with Standards for Green Infrastructure drawings that are made part of this Contract, unless otherwise amended herein.

GI-5.13A.3. PRECAST REINFORCED CONCRETE STORMWATER INLET

The Contractor is advised that in lieu of poured-in-place stormwater inlets the substitution of Precast Reinforced Concrete Stormwater Inlets that comply with the Standards for Green Infastructure drawings will be permitted as Stormwater Inlets. The Precast Reinforced Concrete Stormwater Inlets shall be constructed in accordance with the requirements for Catch Basins under **Subsection 5.09.4** of the Standard Sewer Specifications, and in accordance with Standards for Green Infrastructure drawings that are made part of the Contract, unless otherwise amended herein.

GI-5.13A.4. MEASUREMENT

The quantities of stormwater inlets to be measured for payment shall be the number of stormwater inlets, incorporated in the work, complete, to the satisfaction of the Engineer, as shown, specified or required.

GI-5.13A.5. PRICE TO COVER

The contract price for "STORMWATER INLET" shall be the unit price bid per each stormwater inlet and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals required and necessary to construct the stormwater inlets of the sizes and dimensions, and at the locations and to the elevations shown, including the earth excavation of all materials of whatever nature encountered (See **Section 4.03 - Earth Excavation** of the Standard Sewer Specifications); reinforcement; all sheeting and bracing; pumping; fluming; bridging; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, specifications and standards, and as directed by the Engineer. Included in the price hereunder shall be the cost for all labor and materials required to install frames, gratings, covers, hoods, hooks and all other hardware; in accordance with the plans, specifications and standards, and as directed by the Engineer.

Where precast reinforced concrete stormwater inlets are used in lieu of poured-in-place stormwater inlets, the cost for furnishing, delivery and installation of the precast reinforced concrete stormwater inlets, complete with reinforcement; frames; gratings; covers; hoods; hooks and other hardware; additional excavation and sheeting, as required; select granular fill; hand excavation; and all work incidental thereto all in accordance with the Contract Drawings, specifications and standards, shall be deemed included in the contract price bid for "STORMWATER INLET". No additional or separate payments will be made for any work associated with the installation of precast reinforced concrete stormwater inlets.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.13A	STORMWATER INLET	EACH

SECTION GI-5.14
(NOT A PAY ITEM)
TEMPORARY FENCING

GI-5.14.1. DESCRIPTION

The Contractor shall completely enclose by temporary fences all excavations, steep embankments, open shops and storage areas and all other potentially hazardous locations as soon as such condition exists and as ordered by the Engineer. The fencing is in addition to any provisions that the Contractor would normally follow to safeguard the Contractor's work operations and in no way reduces the Contractor's obligations as provided in the contract.

GI-5.14.2. MATERIALS

Fencing shall be five (5) foot high above the existing surface and shall be constructed in ten (10) linear foot removable sections to facilitate construction. Each section shall consist of three (3) horizontal rails of 2" x 8" lumber nailed at each end to 2" x 8" vertical posts. The lower rail shall be located not more than six (6) inches above ground or street surface. The posts shall be of sufficient height to be firmly anchored in a manner approved by the Engineer. The spaces between rails shall be covered with 1/12-inch (0.083") diameter, (No. 14 B.W.G.) iron wire (both directions) of an electrically welded rectangular mesh, with openings no greater than two (2) inches wide by four (4) inches high.

GI-5.14.3. CONSTRUCTION METHODS

(A) The Contractor shall be solely responsible for the furnishing, erecting, relocating, maintenance and removal and replacement of all temporary fencing required under this contract.

The Contractor shall maintain all fencing in a satisfactory and safe condition. The Contractor shall replace, at no additional cost to the City, any and all fencing that the Engineer deems cannot be maintained and/or fails to meet the requirements of this section.

(B) The Contractor shall be permitted to remove such portions of the fencing as are required for the purpose of performing the Contractor's construction operations during working hours, providing that the public is continuously safeguarded by other satisfactory means during these construction operations. In all such cases the sections of fencing removed shall be restored to their original locations at the end of each workday.

GI-5.14.4. MEASUREMENT AND PAYMENT

Payment for this item shall be deemed to be included in the unit price bid for all scheduled items.

SECTION GI-5.21
SAWCUTTING PAVEMENT

GI-5.21.1. DESCRIPTION

This section describes the sawcutting of both sidewalk and roadway pavements for the opening of pavements under other contract items.

GI-5.21.2. MATERIALS (Unspecified)

GI-5.21.3. CONSTRUCTION METHODS

(A) SAWCUTTING OF PAVEMENTS

(1) The Contractor will be required to saw cut all asphaltic pavement; concrete pavement; asphaltic top course on concrete base pavement; and all other roadway pavements specified, or ordered as follows:

(a) full-depth saw cuts of pavement along the initial opening limits of all trenches and excavations;

(b) full-depth saw cuts of pavement along the edges of all trenches and excavations for cutbacks of trenches and excavations;

(c) full-depth saw cuts of asphaltic top course along the edges of all trenches and excavations for cutbacks of asphaltic top course;

NOTE: A "FULL-DEPTH SAW CUT" shall be defined as the cutting of pavement by the use of a dust controlling water lubricated rotary blade concrete and pavement saw cutting machine. (Vermeer type cutting machines will <u>not</u> be permitted for use in order to make full-depth saw cuts.)

(2) The Contractor will be required to full-depth saw cut all sidewalks and curbs along the limits of all trenches and excavations or as directed by the Engineer.

(3) All saw cutting shall be done with approved power tool equipment.

(B) BREAKING EXISTING PAVEMENT

All pavements shall be initially opened as specified in **Subsection GI-5.21.2. paragraphs (A)(1)(a) and (A)(2),** above. Unless otherwise specified, the remainder of pavements between full depth saw cuts may be opened with hand-held "Jack" Hammers. The use of Hoe-Rams will not be permitted.

The area under construction shall be kept as clean and neat as possible and no material shall restrict water flow in gutter areas. These requirements shall be the responsibility of the Contractor.

(C) EXCAVATION OF PAVEMENTS

Excavation of roadway pavement will be paid for under Item 6.02 AAN; excavation of sidewalk pavement within the limits of the bioswale will be paid for under GI-4.02; excavation of sidewalk pavement outside the limits of the bioswale where new sidewalk is to be placed will be deemed included in the unit price bid for the new sidewalk; and, excavation of curbs will be deemed included in the unit price bid for the new curb construction.

All pavement removal shall be done in such a manner so as not to disturb the existing pavements outside the specified and ordered area of removal and restoration.

For the removal and restoration of brick or block pavements the edges of the pavement shall be toothed or racked back.

GI-5.21.4. MEASUREMENT

(A) SAWCUTTING EXISTING ROADWAY PAVEMENT

The quantity to be measured for payment shall be the number of linear feet of existing roadway pavement

actually full depth sawcut to the satisfaction of the Engineer.

No measurement for payment will be made for any partial depth of pavement sawcutting of bituminous pavement, the cost of which shall be deemed included in the price bid for this item.

(B) SAWCUTTING EXISTING SIDEWALK PAVEMENT

The quantity to be measured for payment shall be the number of linear feet of existing sidewalk pavement actually full depth sawcut to the satisfaction of the Engineer.

GI-5.21.5. PRICES TO COVER

(A) SAWCUTTING EXISTING ROADWAY PAVEMENT

The contract price bid per linear foot shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to full depth sawcut the existing roadway pavement, do all necessary chiseling, and do all other necessary incidental work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The volume of roadway pavement excavated within the limits specified, or directed by the Engineer, will be paid for at the unit price bid for Item 6.02 AAN, Unclassified Excavation.

(B) SAWCUTTING EXISTING SIDEWALK PAVEMENT

The contract price bid per linear foot shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to full depth sawcut the existing sidewalk pavement, do all necessary chiseling, and do all other necessary incidental work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The volume of sidewalk pavement excavated within the limits specified, or directed by the Engineer, will be paid for at the unit price bid for Item GI-4.02, Earth Excavation.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.21R	SAWCUTTING EXISTING ROADWAY PAVEMENT	L.F.
GI-5.21S	SAWCUTTING EXISTING SIDEWALK PAVEMENT	L.F.

SECTION GI-5.35
SLEEVE FOR UTILITY CROSSINGS

GI-5.35.1. DESCRIPTION

The Contractor shall furnish and install HDPE (High-Density Polyethylene) split sleeve pipes to protect utilities in concrete ducts crossing bioswales. Each split sleeve pipe shall have a wire (not wire mesh) reinforced concrete collars on each side of the bioswale, as shown on the Standards for Green Infrastructure drawings.

GI-5.35.2. MATERIALS

(A) HDPE SPLIT SLEEVE PIPE shall be of the diameter and length required as shown on the Contract Drawings or as directed by the Engineer. HDPE SPLIT SLEEVE PIPE shall comply with the requirements of **Section GI-2.16**, herein this Addendum.

(B) SEALING GASKET shall be as recommended by the manufacturer of the sleeve.

(C) CONCRETE shall Type B-32 comply with the requirements of **Sections 3.05** and **4.06** in the NYCDOT Standard Highway Specifications.

(D) WIRE REINFORCEMENT shall comply with the requirements of **Sections 4.14** in NYCDOT Standard Highway Specifications. Size and spacing shall vary in accordance with the cross sectional area of the utility and as directed by the Engineer.

(E) MORTAR, if required for end capping, shall comply with the requirements of **Section 3.07** in the NYCDOT Standard Highway Specifications, Type 1, Mortar, except that the proportions shall be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

(F) SAND fill bedding the utilities in the split sleeve pipe shall be meet the requirements of **Section 2.21** in the NYCDOT Standard Highway Specifications.

GI-5.35.3. METHODS

(A) Duct spacers shall be used to hold utilities in position to maintain a two (2") separation between the concrete utility duct and the HDPE sleeves when encasing utilities within the split sleeve pipe.

(B) The space between the utility and the sleeve shall be filled with sand as directed by the Engineer.

(C) Immediately after the Engineer has inspected and approved the encasement, the HDPE Split Sleeve pipe shall be backfilled as per the appropriate items.

(D) Concreting shall comply with the requirements of Section 4.06 of NYCDOT Standard Highway Specifications.

GI-5.35.4. DAMAGE TO THE UTILITY CROSSINGS.

Any damage cause to the utility crossings during the construction or any cause whatsoever, whether in or out of the trench, shall be made good at the sole expense of the Contractor.

GI-5.35.5. MEASUREMENTS.

The quantities to be measured for payment under these Items shall be the number of linear feet (laying length) of **SLEEVE FOR UTILITY CROSSINGS** actually laid in their final position, to the satisfaction of the Engineer, measured horizontally along the centerline of the HDPE Split Sleeve pipe.

GI-5.35.6. PRICE TO COVER

The price bid for each type of **SLEEVE FOR UTILITY CROSSINGS** shall be a unit price per linear foot and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work of furnishing and installing HDPE Sleeve of whatever diameter is required and shall include, but not be limited to, furnishing and installing sealing gasket, fittings, end caps, sand, mortar, formwork, supports, and connecting and joining pipe to other pipes or drainage structures; furnishing and placing concrete collars at each side of the bioswale; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

No additional payment will be made for excavation and backfilling.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.35	SLEEVE FOR UTILITY CROSSINGS	L.F.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the contract:

A. SCOPE OF WORK AND DESCRIPTION. The work under this contract shall include, but not be limited to, the following to be performed by the Contractor for the construction of Right of Way Bioswales within the borough:

1. Provided labor and equipment necessary to control vehicular and pedestrian traffic adjacent to each work location.
2. Install approved sediment and erosion control measures at work locations and adjacent downstream catch basins.
3. Saw cut and remove sidewalk, curb, and asphalt in the location of the bioswale.
4. Excavate to required depth and provide necessary structural support.
5. Install geotextile liner.
6. Install stone columns, when directed.
7. Backfill with stone base and wrap with geotextile fabric.
8. Backfill with engineered soil.
9. Install concrete aprons, permeable concrete gutter, concrete headers, concrete curbing.
10. Install tree pit guards and other perimeter treatments shown in the Contract Documents.
11. Perform all concrete restoration work, including installation of sidewalk flags adjacent to bioswales.
12. Perform all landscaping as per Standard Details and as directed by the Engineer.
13. Remove unsuitable material off site.
14. Maintain site safety measures and erosion control measures throughout the course of the Work.
15. All other work as directed by the Engineer.

B. DEFINITION. A Right of Way Bioswale (ROWB) is a rainwater management system installed in the existing right of way to capture and manage stormwater via a curb inlet that allows stormwater to flow in and a curb outlet to allow excess stormwater to flow back out along the gutter. ROWBs have variable lengths parallel to the curb line and variable widths perpendicular to the curb line. They are situated within the sidewalk and have an open graded stone in the base topped with sandy engineered soil, plantings, and surrounded by a steel tree guard. In addition the ROWB requires concrete installation for new curbs, headers, curb inlets, and sidewalks. The Contractor is referred to the DEP Green Infrastructure Standards for detailed drawings.

C. CONTRACT DRAWINGS. In addition to the drawings contained herein this Addendum No. 1 and drawings and details given to the Contractor along with the task order(s), Contract Drawings shall include, but not be limited to, the following:

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTUCTUTE
STANDARDS FOR GREEN INFRASTUCTURE

- GI-01 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1
- GI-02 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1
- GI-03 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1A = WITH STONE COLUMNS
- GI-04 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1A = WITH STONE COLUMNS
- GI-05 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1B = WITH STORMWATER INLET
- GI-06 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1B = WITH STORMWATER INLET
- GI-07 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1C = WITH STORMWATER CHAMBER
- GI-08 STANDARD FOR 20' X 5' R.O.W. BIOSWALE TYPE 1C = WITH STORMWATER CHAMBER
- GI-09A STANDARD PLANTING PLANS TYPE 1 R.O.W. BIOSWALES (TYPICAL)
- GI-09B STANDARD PLANTING PLANS TYPE 1 R.O.W. BIOSWALES (TYPICAL)
- GI-09C STANDARD PLANTING PLANS TYPE 1 R.O.W. BIOSWALES (TYPICAL)
- GI-10 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2
- GI-11 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2
- GI-12 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2A = WITH STONE COLUMNS
- GI-13 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2A = WITH STONE COLUMNS
- GI-14 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2B = WITH STORMWATER INLET
- GI-15 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2B = WITH STORMWATER INLET
- GI-16 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2C = WITH STORMWATER CHAMBER
- GI-17 STANDARD FOR 15' X 5' R.O.W. BIOSWALE TYPE 2C = WITH STORMWATER CHAMBER
- GI-18A STANDARD PLANTING PLANS TYPE 2 R.O.W. BIOSWALES (TYPICAL)
- GI-18B STANDARD PLANTING PLANS TYPE 2 R.O.W. BIOSWALES (TYPICAL)
- GI-18C STANDARD PLANTING PLANS TYPE 2 R.O.W. BIOSWALES (TYPICAL)
- GI-19 STANDARD FOR 10' X 5' R.O.W. BIOSWALE TYPE 3
- GI-20 STANDARD FOR 10' X 5' R.O.W. BIOSWALE TYPE 3
- GI-21 STANDARD FOR 10' X 5' R.O.W. BIOSWALE TYPE 3A - WITH STONE COLUMN
- GI-22 STANDARD FOR 10' X 5' R.O.W. BIOSWALE TYPE 3A - WITH STONE COLUMN
- GI-23A STANDARD PLANTING PLANS TYPE 3 R.O.W. BIOSWALES (TYPICAL)
- GI-23B STANDARD PLANTING PLANS TYPE 3 R.O.W. BIOSWALES (TYPICAL)
- GI-23C STANDARD PLANTING PLANS TYPE 3 R.O.W. BIOSWALES (TYPICAL)
- GI-24 STANDARD FOE 25' X 5' R.O.W. BIOSWALE
- GI-25 STANDARD FOE 25' X 5' R.O.W. BIOSWALE

- GI-26 STANDARD FOE 30' X 5' R.O.W. BIOSWALE
- GI-27 STANDARD FOE 30' X 5' R.O.W. BIOSWALE
- GI-28 DIMENSION SCHEDULE FOR VARIABLE SIZE R.O.W. BIOSWALE
- GI-29 STONE COLUMN SCHEDULE FOR VARIABLE SIZE R.O.W. BIOSWALE
- GI-30 DETAIL FOR HYDRAULICALLY CONNECTED R.O.W.B. - PERFORATED PIPE
- GI-31 STANDARD FOR STORMWATER INLET
- GI-32 STANDARD FOR STORMWATER INLET
- GI-33 STANDARD R.O.W. BIOSWALE DETAILS
- GI-34 SURFACE GRADING PLANS FOR R.O.W. BIOSWALES
- GI-35A STANDARD FOR R.O.W. BIOSWALE - TYPE 'A' STEEL GUARD
- GI-35B STANDARD FOR R.O.W. BIOSWALE - TYPE 'B' STEEL GUARD
- GI-35C STANDARD FOR R.O.W. BIOSWALE - TYPE 'C' STEEL GUARD
- GI-35D STANDARD FOR R.O.W. BIOSWALE - TYPE 'D' STEEL GUARD

NEW YORK CITY DEPARTEMENT OF TRANSPORTATION
STANDARD DETAILS OF CONSTRUCTION

- H-1010 STEEL FACED CONCRETE CURB STEEL FACING TYPE D
- H-1012 TIMBER CURB
- H-1013 ILLUMINATED TIMBER BARRICADE
- H-1014 TEMPORARY PEDESTRIAN STEEL BARRICADE
- H-1015 STEEL FACED DROP CURB DRIVEWAYS
- H-1035 REINFORCED CONCRETE CURB & DROP CURB
- H-1044 CONCRETE CURB
- H-1045 CONCRETE SIDEWALK
- H-1046 STREET TREE PLANTING DETAIL TYPE 1
- H-1049 PLASTIC BARREL
- H-1056 TYPICAL GRANITE CURB

D. MINIMUM QUALIFICATIONS OF CONTRACTOR/SUBCONTRACTOR The Contractor and/or its proposed subcontractor shall have performed at least one (1) contract in seven (7) years that involved natural area restoration and/or construction of green infrastructure such as bioswales, infiltration basins, greenstreets, and rain gardens.

To support the Contractor's contention that the it or its proposed subcontractor is qualified to perform the work involving the installation of bioswales, the Contractor must provide the following information in a Statement of Qualifications with their bid:

Provide specific details on projects (i.e. location, size, cost, client, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency. How were the violations resolved. Provide chronological photos recording the progress from preconstruction through completion. Include any required sign-offs from client.

E. RELATED DOCUMENTS. NYC DEP, Office of Green Infrastructure, "Standards for Green Infrastructure", latest version, available on-line at: http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf.

F. LOCATIONS OF WORK. Work under this contract is to be performed at various locations in the right-of-way within the Borough. Specific locations and sizes of ROWBs will be provided to the Contractor by written Task Order following award. Each Task Order will be submitted to the Contractor with drawings and details for the construction of Right of Way Bioswales. Each Task Order will be comprised of right of way bioswales in one geographic area of the Borough generally a neighborhood or multiple neighborhoods.

The Contractor is advised that no minimum quantity of sidewalk repair or other items under this contract are guaranteed at any one specific location.

The Contractor is hereby notified that the locations selected for this contract may be generally along heavily traveled pedestrian routes with a minimal amount of locations in low density residential areas.

G. TIME IS OF THE ESSENCE. This contract is critical to meeting the required percentage of impervious surface managed milestone for 2015, which is the subject of a State consent decree to which both the New York City Department of Environmental Protection and the New York State Department of Environmental Conservation are parties. It is understood and specifically agreed by the Contractor, that time is of the essence in the performance of the Work under this Contract. The Contractor expressly agrees that they shall commence, proceed with, and finish construction under this Contract so that Substantial Completion is achieved in all respects within the specified time for completion and any and all remaining Work hereunder is completed promptly thereafter. The Contractor's attention is directed particularly to Schedule A and to the Detailed Specifications.

H. WORK TO PROCEED WITH DILIGENCE AND DISPATCH. As noted and agreed above, timely completion of the Work of this Contract is critical to the completion of the milestone set forth in the Modified Order on Consent (Consent Order) to reduce combined sewer overflows. Therefore it is agreed that all Work hereunder shall be executed at such time(s) and in or on such parts of the Contract and with sufficient work force(s), materials, and equipment, so as to assure timely Substantial completion of the work as well as the swift completion of all Work hereunder.

The Contractor is required to prepare a Progress Schedule in accordance with Article 9 of the Standard Construction Contract for each Task Order and the Substantial Completion date will be determined

per Task Order in accordance with Article 14 of the Standard Construction Contract. The Date of Final Acceptance will be determined when all Task Orders are final and complete in accordance with Article 14 of the Standard Construction Contract.

H. NOTICE TO PROCEED AND TASK ORDERS. The Contractor is hereby advised that the "Notice to Proceed" and first Task Order, with the work for the first location or group of locations, will be given within two (2) weeks after registration and, pursuant to Article 8 of the Standard Construction Contract, the Contractor must commence work on the date specified in the written notice to commence work, signed by the Commissioner.

Following issuance of the "Notice to Proceed," as the need for services arises, the Engineer will issue a written Task Order to the Contractor. Such Task Order will specify the location(s) for the performance of required services, as well as the time frame for completion of all required services specified therein. The time frame for the performance of all services specified in the Task Order will be based upon the estimated quantities required for the designated locations and will be calculated based upon the following: (i) a mobilization period of two working days applicable to each Task Order for all locations specified, and (ii) an average production rate of 1,000 S.F. per week. In the event the Contractor fails to complete all required services set forth in the Task Order within the specified time frame, liquidated damages shall be assessed on a daily basis in the amount specified in Schedule A on Page SA-1.

I. WORK FORCE. The Engineer shall periodically assess the rate of progress and may order the Contractor to mobilize additional work crews to complete the work on time. If the Contractor fails to comply with such orders within seven (7) calendar days after the written notice from the Engineer, the Contractor may, under Article 48 of the Standard Construction Contract, be declared in default of this contract.

J. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications. The Contractor shall check with the Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

Where new curbs and sidewalks are designated to be constructed in locations where they do not currently exist, the Contractor shall be required to establish lines and grades and stake out and layout the work for installing the new sidewalks and malls, as per Section 6.41 of the Standard Highway Specifications. In addition, at the completion of the work the Contractor shall survey the entire area of new construction, including the adjoining side streets, to provide the Engineer with as-built locations and elevations at the top and bottom

of the curbs, at the ends of construction, at all street hardware, and breaks in grades.

K. CURB WORK. Where steel faced concrete curb is required to be installed, the curb adjacent to the concrete aprons shall be depressed and transitional as required and shall be paid for under Item 4.09 GI-BD, Depressed Steel Faced Concrete Curb.

L. NEW CURB AND SIDEWALK AT TREES. At locations where the Contractor is working adjacent to existing trees designated to remain where the tree roots may interfere with standard installation of curb or sidewalk, the Contractor shall utilize Items 8.02 A and 8.02 B, as directed by the Engineer, in order to mitigate construction trauma to trees. Existing tree pit size may be enlarged, where and as ordered by the Engineer, in order not to damage tree roots.

M. EXISTING OBSTRUCTIONS. The Contractor shall excavate existing abandoned lamppost base, traffic post base, tree stumps (6" diameter and under), etc., down to the bottom of the bioswale, within the work area. Payment for this work will be made under Item GI-4.02. The Contractor shall coordinate and obtain the required permits from the owning agency.

The Contractor shall relocate existing drive-rail posts and the attached signs, such as street name signs, traffic signs, etc., where indicated or directed, to a nearby area just beyond the limits of the bioswale as directed by the Engineer. Payment for this work will be made under the appropriately scheduled contract items. The Engineer will notify the responsible City Agency or private entity having jurisdiction over these signs.

N. CITY-OWNED STREET HARDWARE ADJUSTMENTS IN ROADWAY AREAS. Where adjustment of street hardware, such as catch basin gratings, manholes, and valve boxes, is required in the roadway to facilitate ROWB work as shown on the Engineering sketches, the adjustment will be paid for under Item 6.36 DR.

O. CITY-OWNED STREET HARDWARE ADJUSTMENTS IN SIDEWALK AREAS. Where adjustment of street hardware, such as manholes, valve boxes, box covers, monuments, etc., is required in the sidewalk to facilitate ROWB work, payment is deemed included in the prices bid for all scheduled contract items where the vertical movement is less than or equal to 6" down, or where the vertical movement is less than or equal to 12" upward. However, where the vertical movement of street hardware is more than 6" downward or more than 12" upward, then the adjustment work will be paid for under Item 6.36 DR.

Vertical adjustment of each installation and resetting the castings shall consist of: removing the existing frame and cover, and granite slab where applicable; modifying the existing installation as required; replacing the frame and/or cover if damaged, as determined

by the Engineer, with a new frame and/or cover furnished under Item 6.22 F; resetting granite slab where applicable; and, setting the frame and cover to the new sidewalk elevation and slope.

Materials used shall comply with the Department's Sewer Standards for drainage installations, and the appropriate Department having jurisdiction over other installations.

Resetting castings shall be done with brick and mortar according to the standards of the Department of Environmental Protection or the appropriate Department having jurisdiction over the installation. Work shall be done in a workmanlike manner, and any damage resulting from the Contractor's operations, to the existing installation which is to remain, shall be satisfactorily corrected, as directed by the Engineer, at the Contractor's own expense and at no additional cost to the City. Removed and damaged sidewalk shall be replaced in kind.

P. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company at least seventy-two (72) hours prior to start of work at each location where its hardware requires adjustment.

Q. DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A SITE DESIGNATED BY THE CONTRACTOR. Excess material excavated by the Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.

R. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate under Item 8.02 A at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

S. COMPACTION TESTING OF SIDEWALK FOUNDATION MATERIAL. The Contractor is required to spot test to verify that their method of compacting the sidewalk foundation material, achieves the required density.

The test shall be conducted by a properly calibrated Nuclear testing device. The operator shall be a technician certified in its operation, as approved by the Engineer. Three spot tests will be required at each bioswale, unless a test result indicates that the minimum compaction was not achieved, in which case additional testing may be required by the Engineer.

The Contractor is required to obtain a minimum of 95% of the theoretical maximum density for all sidewalk foundation material installed. The theoretical maximum density shall be obtained, also by Contractor, by the use of other test such as Procter Test, as directed by the Engineer.

A copy of all nuclear density monitoring results including date, time, location by distance and offset, from building line or curb line, and the theoretical maximum density reading and any pertinent remarks is to be delivered to the Engineer the same day.

T. CORRECTIVE MILLING. Where directed by the Engineer and prior to construction of sidewalks, the Contractor shall install a pavement key, under Item 6.51 GI-BD, at ROWB locations and other locations as directed. Unless otherwise directed, the milling area shall generally be 3' to 6' wide adjacent to the new curb and 2"± deep. The purpose of milling is to remove uneven wearing course, facilitate surface storm water run-off, and prepare for resurfacing after completion of the concrete work.

Resurfacing, under Item 4.02 AF-R, over the milled area shall be approximately 2"± deep. Where ponding remains after resurfacing, no payment will be made for any work at that location unless the ponding condition is corrected in a manner satisfactory to the Engineer.

U. SPECIFIC TRAFFIC STIPULATIONS. The Contractor shall perform the work in strict accordance with the requirements of Section 6.70 -GI of Standard Highway Specifications, the Maintenance and Protection of Traffic drawings following Section 6.70 -GI in this Addendum, the Office of Construction Management Coordination (OCMC) traffic stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's directions shall govern.

Any maintenance and protection of traffic device (e.g. planking with hand rails, metal ramps, wooden steps, roadway plates, traffic cones, temporary pavement markings, flags, etc.) not provided in the bid schedule but deemed necessary to comply with the requirements of Section 6.70 shall be deemed to be included in the unit prices bid for all of the scheduled contract items.

V. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Highway Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (under Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

W. UNDER-SIDEWALK VAULTS. The Contractor is hereby advised that under-sidewalk vaults may be present in both sidewalk and roadway areas within the project limits. Where Contractor claims any locations can not be completed because of vaults, he should indicate by which method he has determined vault interference and provide that information to the Engineer.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, he/she shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade by drilling holes (at no direct payment), as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to his failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

A - NEW YORK CITY DEPARTMENT OF BUILDINGS
B - FOIL/RECORDS ACCESS
OFFICE OF LITIGATION SERVICES AND RECORDS MANAGEMENT
NYC DEPARTMENT OF TRANSPORTATION
55 WATER STREET, 6TH FLOOR
NEW YORK, NY 10041
C - NEW YORK CITY DEPARTMENT OF FINANCE

Where vault roofs are determined to interfere with construction of right-of-way bioswales, the Engineer's may approve for construction of, or installation of, a right-of-way bioswale adjustment in dimension and/or location.

An overall field sketch of each location suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of the Contractor's investigation shall be furnished to the Engineer for review at least ten (10) working days prior to start of work at that respective location. Said photographs shall be in addition to those required under Item 6.43. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed ROWB. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at his own expense.

X. CLEANING OF DRAINAGE STRUCTURES. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

Y. NO WORK PERMITTED. No work will be permitted during the period from Monday of the week preceding Thanksgiving Day week through and including January 2. No extension of time will be granted to the Contractor, for completion of this contract, due to this ordered shut down period.

Z. START OF CONTRACT WORK. The actual work of construction for this project shall start within two (2) weeks after registration. The Contractor shall schedule his work and submit his bid accordingly.

AA. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

NEW YORK CITY Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS

November 21, 2013

OCMC FILE NO: CEC-13-533
CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
PROJECT: BIOSWALE INSTALLATION, CITYWIDE
LOCATION(S): VARIOUS, CITYWIDE

PERMISSION IS HEREBY GRANTED TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING **"CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION"**, AND ALSO POST A SIGN AT THE WORK ZONE STATING **"CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION"**. SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

3. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.

4. **BUS STOPS** – THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.

5. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.

7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.

8. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

9. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

10. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

11. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

12. **STIPULATION CHANGES** – IF ANY OF THESE REQUIREMENTS, INCLUDING THE REQUIREMENTS LISTED BELOW, CANNOT BE MET, A REQUEST FOR MODIFICATIONS SHALL BE SUBMITTED IN WRITING TO OCMC-STREETS BY THE ENGINEER-IN-CHARGE FOR THE AGENCY PERFORMING THE WORK TO DETERMINE THE APPROPRIATE MAINTENANCE AND PROTECTION OF TRAFFIC.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street - 7th Floor, New York, NY 10041
T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

OCMC FILE NO: BNEC-13-533
CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
PROJECT: VARIOUS, CITYWIDE

B. MAINTENANCE AND PROTECTION OF TRAFFIC

DEFINITION: For the purposes of this traffic stipulation sheet, the term "Critical Roadways" shall pertain to those roadways listed in the NYCDOT Highway Rules, where work restrictions apply during specific hours of the day.

NON-CRITICAL ROADWAYS

ROADWAYS UP TO 44 FEET IN WIDTH:

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. *OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.*
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- During work hours, the contractor shall fully close the sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk.
- During working hours, the contractor shall maintain one 11-foot lane for traffic on one-way streets, and two 11-foot lanes for traffic, (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited. If a pedestrian walkway in the roadway is used, it shall be ramped at entry for handicapped access. All crosswalks must be opened to pedestrians.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

ROADWAYS 45 FEET OR GREATER IN WIDTH:

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. *OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.*
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- The contractor shall maintain shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

CRITICAL ROADWAYS

NOTE: on some critical roadways with high pedestrian/vehicular volumes (e.g. Times Square, Downtown Brooklyn, Queensboro Plaza) OCMC-Streets reserves the right to determine the appropriate maintenance and protection of traffic in consultation with the engineer-in-charge for the agency performing the work. In these locations, the stipulations identified in CEC-13-533 may not be used.

- Working hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. *OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.*
- The contractor shall maintain shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.

OCMC FILE NO: BNEC-13-533
CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
PROJECT: VARIOUS, CITYWIDE

- After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

C. **GENERAL NOTES**

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
4. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
5. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
9. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.
10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS

JPN/mda

THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-8110
FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2
February 14, 1995

Subject: Temporary Storage and Processing of Construction and Demolition Debris by New York City Agency Contractors

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

(a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or

(b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

(c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and

(d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and

(e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.

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Help Reduce New York's Waste.

Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency") has awarded a construction contract to _____(Contractor)_____ _____ (the "Contractor") for work to be performed at _____(Contract Site)_____ .

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

_____

_____

_____

_____

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

(NO TEXT ON THIS PAGE)

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: January 2, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. See the attached page of "Questions Submitted by Bidder and DDC's Responses".

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page and one (1) page of attachment.

THIS ADDENDUM MUST BE SIGNED BY ALBIDDERS AND ATTACHED TO THEIR BID

Mohsen Zargarelahi

MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

MFM Contracting Corp.
Name of Bidder

By: Michael V. [illegible]

Questions Submitted by Bidder for HBPED600R and DDC's Responses

QUESTION #1: Line Item GI-5.10 - Stone columns - can you please provide an average vertical length per column.

ANSWER #1: Maximum vertical length of the Stone Columns (combined length within and below the Bioswale) is approximately 20 feet.

QUESTION #2: Line Item GI-5.35 - Sleeve for utility crossing – can you please provide an average length for each sleeve.

ANSWER #19: Sleeve lengths shall range from 6' to 8' depending on the width of the Bioswale or at any given location it shall be 2' greater than the width of the Bioswale.

QUESTION #3: Site safety - Is a site safety inspector required full time on site or are periodic visits acceptable?

ANSWER #3: A full time site safety inspector assigned to this project shall make periodic visits to each Bioswale site.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA – PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: January 3, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 1, Subsection GI-5.10.2.(B) on page A1-105;
Delete Subsection GI-5.10.2.(B), in its entirety;
Substitute the following text:

"(B) 12 Inch PVC Schedule 80 pipe and fittings."

2. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 1, Subsections GI-5.10.3. and GI-5.10.4. on page A1-105;
Change the word "HDPE" to "PVC", wherever it is shown.

3. Refer to the Contract Drawings, GI-03, GI-12 and GI-21;
Change the word "HDPE" to "PVC", wherever it is shown.

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

John DePol
for MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

MFM Contracting Corp.
Name of Bidder

By: Michael V. [illegible]

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: GCHP24-01

GREEN INFRASTRUCTURE IN HUTCHINSON RIVER AREA - PHASE 1

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BORNX
CITY OF NEW YORK

_____

Contractor.

_____

Dated_____, **20**____

_____