

# 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 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
CITY OF NEW YORK

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN





### Bid Tab

Revised Description		ON AND REPLACEM N AN EMERGENCY	
Bid Date	2/27/2014	FMS ID	GE-354
Estimated Cost	\$11,000,000.00	DEP Supervised	No
Bid Security	2% of Total Bid Price	PLA	No
Time Allowed	365 CCD	Contract Manager	Vicky Ayo- Vaughan
Addendum	3	Project Manager	Cato, Barbara
PIN	8502013WM0015C	E-PIN	*85014B0010001
Selective Bidding	⊠Yes □No	Consultant	In-House
Bid Rank 1 JOHN P. PIG	Vendor CONE INC.	Bid Percent 15.9500%	Security Type  6 Bond
2 LAWS CON	STRUCTION CORP.	23.8500%	% Bond
3 DELANEY A	ASSOCIATES, LP	27.2700%	% Bond

Recorder: Emmanuel Charles - ext. 2200

DIFAZIO INDUSTRIES, INC.

Bid Tab

Pin: 8502013WM0015C

Approver: May William

Bond

32.0000%

Rage 1 of 1



**DR. FENIOSKY PEÑA-MORA**Commissioner

RAMON RODRIGUEZ Acting Agency Chief Contracting Officer

June 26, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST JOHN P. PICONE INC. 31 Garden Lane Lawrence, NY 11559

RE: FMS ID: GE-354-R

E-PIN: 85014B0010001

DDC PIN: 8502013WM0015C

RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY

BASIS - CITYWIDE NOTICE OF AWARD

#### Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of 5.950% submitted at the bid opening on February 27, 2014. Within ten (10) days of your receipt of so 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, 1<sup>st</sup> 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.

\*\$11,000,000.00 Maximum Contract Amount



Telephone: 718 391 1505

Facsimile: 718 391 1885

www.nyc.gov/buildnyc





On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

Acting Agency Chief
Contracting Officer

Facsimile: 718 391 1885

www.nyc.gov/buildnyc

## SPECIAL NOTICE TO BIDDERS

The New York City Department of Small Business Services (SBS), in conjunction with the New York Business Development Corporation (NYBDC), have established a **NYC Construction Loan** pilot program to provide prime contractors and subcontractors financing for mobilization costs on certain City construction projects.

Under this initiative, loans are available for early stage mobilization needs such as insurance, labor, supplies and equipment. Bidders are strongly encouraged to visit "Growing Your Business" at <a href="www.nyc.gov/nycbusiness">www.nyc.gov/nycbusiness</a> to learn more about the loan or contact <a href="constructionloan@sbs.nyc.gov">constructionloan@sbs.nyc.gov</a> / (212) 513-6444 to obtain details and to determine preliminary eligibility.

A successful loan applicant will be required to make an assignment of its contract (or subcontract) payments to the lender NYBDC until the loan is repaid. If the loan is to a subcontractor, a prime contractor must honor the terms of such an assignment.

A prime contractor may not discriminate against a subcontractor or potential subcontractor by reason of the subcontractor's participation, or nonparticipation, in the NYC Construction Loan program.

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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: GE354** 

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto ALL BOROUGHS

(NO TEXT ON THIS PAGE)

#### **PROJECT ID: GE354**

# 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) <u>VENDEX QUESTIONNAIRES</u>: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at <u>www.nyc.gov/vendex</u>. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) <u>SPECIAL EXPERIENCE REQUIREMENTS</u>: 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  $(\blacksquare)$  or by X in a  $\square$  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 subsubcontractor.
- (C) <u>SUBMISSION REQUIREMENTS</u>: 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) <u>CONDITIONS</u>: 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) <u>JOINT VENTURES</u>: 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)** <u>COMPLIANCE</u>: 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:

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#### ATTACHMENT 1 - BID INFORMATION

#### PROJECT ID: GE354 PIN: 8502013WM0015C

CITY OF NEW YORK DEPARTMENT OF DESIGN AND O		ID BOOKLET EMBER 2008		
Agency Contact Person:	Lorraine Holley Phone: 718-391-2601 FAX: 718-391-2615			
Performance and Payment	Security: Full Performance Security and Payment Security in the va \$11,000,000.00 are required to be executed under this cor			
(1)	forth on the Bid Form, OR			
sec	d Security is required in the amount set forth below; provided, howe curity is not required if the TOTAL BID PRICE set forth on the Bid as than \$1,000,000.			
	If Yes, Mandatory: Optional: Time and Date: Location:			
Pre-Bid Conference:	Time and Date: 11:00 A.M. on			
Bid Opening:	30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101			
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	First Floor Bid Procurement Room Long Island City, New York 11101		
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			
Description and Location	of Work: For The Reconstruction And Replacement Of Broken W On An Emergency Basis - Citywide, Together With All Work Thereto, All Boroughs.			

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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: GE354

#### FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN **EMERGENCY BASIS - CITYWIDE**

#### Together With All Work Incidental Thereto **ALL BOROUGHS**

Name of Bidder: John	P. Picone Inc				
Date of Bid Opening:	2/27/14				
Bidder is: (Check one, whiche	ver applies)	Individual	( ) Partne	rship ( )	Corporation (x)
Place of Business of Bidder: _	31 Gard	len Lane, Law	vrence, NY 11	559	
Bidder's Telephone Number: _	516 239-160	00	Fax Number	. 516 239-1	757
Bidder's E-Mail Address:	bids@john	picone.com			
Residence of Bidder (If Individ	ual):				
If Bidder is a Partnership, fill in					
Names of Partne	ers		Re	esidence of P	artners
	·		· · · · · · · · · · · · · · · · · · ·		
	· · · · · · · · · · · · · · · · · · ·				
If Bidder is a Corporation, fill i	n the followin	g blanks:			
Organized under the laws of the	State of	New York	<del></del>		
Name and Home Address of Pro	esident:	Ricardo	Franco Barbe	eran	
	200 W. 67th	h Street, New	York, NY 1002	23	
Name and Home Address of Se	cretary:Jo	oseph Portela			
	46 Irving Ave	nue, Livingsto	on, NJ 07039		
Name and Home Address of Tro	easurer:	ernando Gor	nzalez Alcaniz		
	240 East 86th	Street, New	York, NY 100	23	
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONS	TRUCTION	C-1			BID BOOKLET

SEPTEMBER 2008

#### **AFFIRMATION**

New York,	dest, con York, an nor is th	need bidder affirms and declares that said bidder is not in arrears to the attract or taxes and is not a defaulter, as surety or otherwise, upon oblid has not been declared not responsible, or disqualified, by any agenciater any proceeding pending relating to the responsibility or qualificate contracts except:  None	gation to the	City of
		idder shall insert the word "None" in the space provided above.)		
Full N Addre	Name of 1	Bidder: John P. Picone Inc. 1 Garden Lane PO Box 9013	· · · · · · · · · · · · · · · · · · ·	
City_	Lawren	ce State NY Zip Code	11561	
CHEC	K ONE	BOX AND INCLUDE APPROPRIATE NUMBER:		
	A -	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER		
/	В-	Partnership, Joint Venture or other unincorporated organization EMPLOYER IDENTIFICATION NUMBER		
			•	
<u>/×</u> /	C-	Corporation EMPLOYER IDENTIFICATION NUMBER 1-1713520		
Ву:		TO THE	¢.	
	Sign	ature		
Title:_	Ro	bbert Taikina, Executive Director		
	If a cor	poration, 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.

#### **BID FORM**

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 lefaulter, 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

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#### **BID FORM**

#### PROJECT ID: GE354

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate its Total Bid Price in figures.

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

Cost as specified in Section DSW-13 - PAYMENT of the Addendum No. 2 to the Standard Sewer

Specifications plus

Fifteen and nunty five hundreths

percent

(15.455%) to cover overhead costs and profits. (Please specify the percentage to three (3) decimal places.)

E.C 2/27/14

NOTE:

- (1) In case of any discrepancy between the price in words and that in figures, the price in words will be considered the price of the bid.
- (2) PLEASE BE SURE A BID IS ENTERED, IN INK. Alterations must be initialed in ink by the bidder.

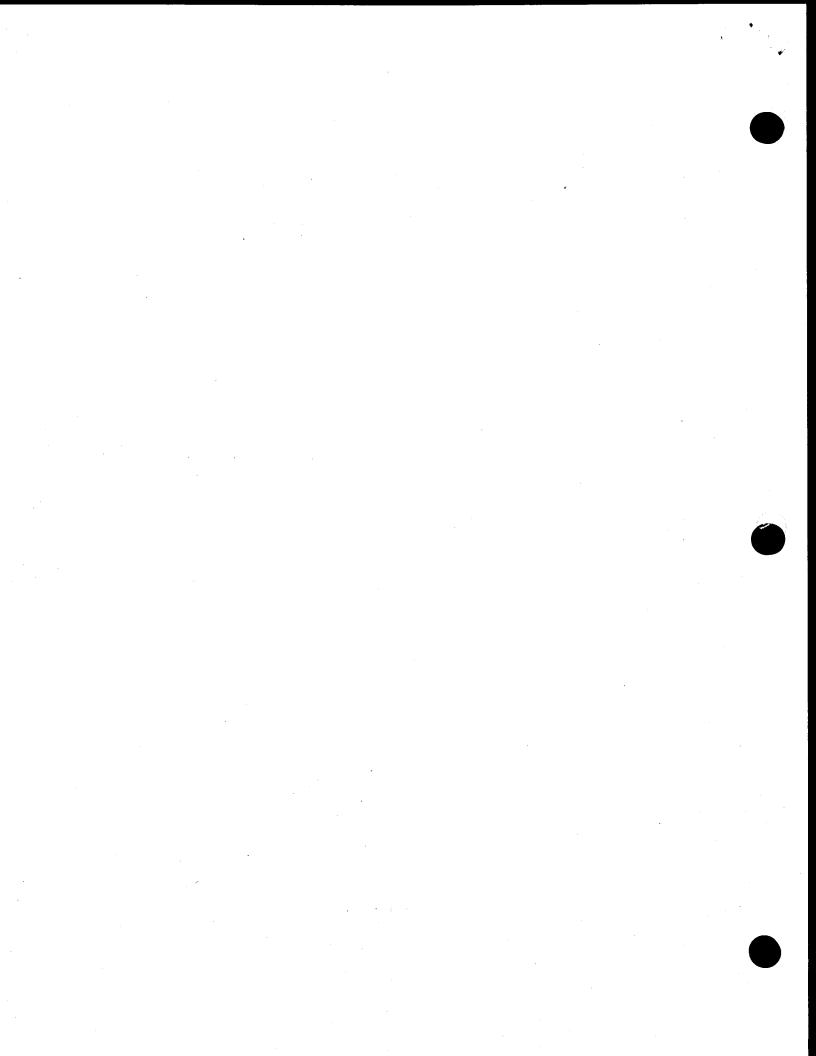
#### BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder:	John P. Picone Inc.		
Ву:	DAC		
	(Signature of Parts	ner or corporate officer)	
	O and att		<del></del>
Attest: (Corporate Sea	in Fall	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 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 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 Notary Public AFFIDAVIT WHERE BIDDER IS A CORPORATION STATE OF NEW YORK, COUNTY OF Nassau Robert Taikina being duly sworn says: I am the Executive Director of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 5 Beach 219th St. Rockaway Point, NY 11697 I have knowledge of the several matters therein stated, and they are in all respects true. (Signature of Partner who signed the Bid) Subscribed and sworn to before me this 20 day of February, 2014 MAUREEN TOLFREE NOTARY PUBLIC-STATE OF NEW YORK maurento No. 01TO6284406 Qualified in Nassau County My Commission Expires June 17, 2017



#### BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,  JOHN P. PICONE, INC.
31 Garden Lane, Lawrence, NY. 11559
hereinafter referred to as the "Principal", and ZURICH AMERICAN INSURANCE COMPANY
1400 American Lane, Schaumburg, IL 60196-1056
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 amount bid.
(\$\frac{\text{Bid}}{\text{Did}}\), 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
Construction and Replacement of Broken Water Mains on an Emergency Basis; Project ID: GE354
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.
CITY OF NEW YORK

#### BID BOND 2

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.

(Seal)	JOHN P. PICONE, INC. (L.S.)
	Principal
	Robert Taiking, Executive Director
(Seal)	ZURICH AMERICAN INSURANCE COMPANY
	By: OMMING Smellet
	Andrea E. Gorbert, Attorney In Fact

#### BID BOND 3

#### ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of Ne	w York County of	Dresso	ss:
On this	24 day of Februa	$\sim$ . $\sim$ 2614	, before me personally came
Roberr	Taikina	to me known, who	being by me duly sworn, did depose and say
that he resid	les at 5 Black 019 de	Pockaway	, being by me duly sworn, did depose and say PICO NE INC
that he is th	E Executive Director	of John P.	Picane Inc
the corporat	tion described in and which e	xecuted the foregoing	ng instrument; that he knows the seal of said
corporation	; that one of the seals affixed	to said instrument i	s such seal; that it was so affixed by order of
the director	s of said corporation, and tha	t he signed his name	thereto by like order.
	MAUREEN TOL		
	NOTARY PUBLIC-STATE C		- O:
•	No. 01TQ6284		mauren Tolpres
	Qualified in Nassa	•	Notary Public O
	My Commission Expires .	June 17, 2017	
	ACKNOWLEDGM	ENT OF PRINCIPA	L. IF A PARTNERSHIP
State of	County of		ss:sbefore me personally appeared mown to me to be one of the members of the
On this	day of		, before me personally appeared
		to me known and k	nown to me to be one of the members of the
num of		de	scribed in and who executed the foregoing
	and he acknowledged to me	that he executed the	same as and for the act and deed of said
firm.			
			•
			Notary Public
	ACKNOW: BUCKE	ርኤየ <i>የ ር</i> ሳ <mark>ር</mark> ህወ በእነረግው ል	L, IF AN INDIVIDUAL
	HCKNOW LEDGING	ENT OF PRINCIPA	L, IF .4N INDIVIDOAL
State of	County of		ss:
On this	day of	4	ss: before me personally appeared
		to me known and l	chown to me to be the person described in
and who exe	cuted the foregoing instrume	nt and acknowledge	ed that he executed the same.
			Notary Public
	AFFIX ACKNOWLED	SMENTS AND ILIST	IFICATION OF SURETIES
		JAMEN OF A LOOP	in togetion of bottomaso
CITY OF NEW Y	ORK	C-9	BID BOOKLET

CONTROL CONTROL OF THE CONTROL OF TH

### **ACKNOWLEDGEMENT OF SURETY**

STATE OF New York,)
COUNTY OF Nassau,)

ON THE <u>20th</u> DAY OF <u>February</u>, 20<u>14</u>, BEFORE ME PERSONALLY CAME <u>Andrea E. Gorbert</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT <u>Suffolk County</u>, <u>New York</u> THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Zurich American Insurance Company</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

BEVERLY A. WOOLFORD NOTARY PUBLIC, State of New York No. 01W06132857 Qualified in Queens County Commission Expires August 29, 2012

Notary Public

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bv:

Assistant Secretary Eric D. Barnes

Jun D. Barry

Vice President Thomas O. McClellan

State of Maryland City of Baltimore

On this 10th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Durn

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of \_FEB \_2 0 \_7014, 20\_\_\_\_.







Geoffrey Delisio, Vice President

# ZURICH AMERICAN INSURANCE COMPANY COMPARATIVE BALANCE SHEET ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006 As of December 31, 2012 and December 31, 2011

<b>A</b>	12/31/2012	12/31/2011
Assets	*	
Bonds	\$ 18,907,466,866	\$ 18,985,096,131
Preferred Stock		259,036
Common Stock	2,123,025,432	2,068,881,919
Other Invested Assets	2,035,077,824	2,065,634,039
Short-term Investments	126,053,209	107,298,374
Receivable for securities	134,410,839	18,523,294
Cash and cash equivalents	728,298,115	(128,716,627)
Securities lending reinvested collateral assets	225,335,750	120,821,061
Employee Trust for Deferred Compensation Plan	130,493,778	124,809,033
Total Cash and Invested Assets	\$ 24,410,161,814	\$ 23,362,606,260
Premiums Receivable	\$ 3,649,247,239	\$ 3,611,868,304
Funds Held with Reinsurers	3,681,443	28,073,922
Reinsurance Recoverable	215,451,507	233,357,918
Accrued Investment Income	121,729,727	149,372,442
Federal Income Tax Recoverable	930,267,731	788,664,462
Due from Affiliates	187,274,289	95,583,016
Other Assets	493,265,075	459,639,011
Total Assets	\$ 30,011,078,824	\$ 28,729,165,335
<u>Liabilities and Policyholders' Surplus</u> Liabilities:	•	
Loss and LAE Reserves	<b>\$</b> 14,244,436,264	\$ 14,401,632,170
Unearned Premium Reserve	4,159,670,241	4,066,273,586
Funds Held with Reinsurers	212,412,675	218,214,563
Loss In Course of Payment	408,170,112	353,274,509
Commission Reserve	64,038,359	63,749,920
Federal Income Tax Payable	16,190,044	47,352,138
Remittances and Items Unallocated	196,410,982	69,677,903
Payable to parent, subs and affiliates	57,540,814	92,111,683
Provision for Reinsurance	66,649,220	60,498,188
Ceded Reinsurance Premiums Payable	551,510,878	278,235,370
Securities Lending Collateral Liability	225,335,750	120,821,061
Other Liabilities	2,166,453,164	1,938,544,837
Total Liabilities	\$ 22,368,818,502	\$ 21,710,385,928
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,320
Surplus Notes	430,000,000	883,000,000
Special Surplus Funds	43,259,000	396,438,437
Cumulative Unrealized Gain	331,857,594	209,454,958
Unassigned Surplus	2,438,012,408	1,130,754,692
Total Policyholders' Surplus	\$ 7,642,260,323	\$ 7,018,779,407
Total Liabilities and Policyholders' Surplus	\$ 30,011,078,824	\$ 28,729,165,335

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the

31st day of December, 2012, according to the best of my information, knowledge and belief.

State of Illinois

County of Cook

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014 Darry Jours

lotary public

### M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

<u>M/WBE Program Requirements</u>: 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.

<u>Waiver</u>: 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 Vilization 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.

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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 Coals 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.

- 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 consided 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).
- 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(i), 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 <a href="mailto:poped@ddc.nyc.gov">poped@ddc.nyc.gov</a> 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, 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.

## PARTB: 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 apportunity 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.

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Tax ID #:	PIN #:	85014B0010

### 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 #	85014B0010	FMS Pro	oject ID#:	****	GE-354	
Project Title/ Agency PIN #	RECON. & REPLACEMENT OF	BROKEN W	ATER MAI	INS/85020	13WM0015C	
Bid/Proposal Response Date						
Contracting Agency	Department of Design and Cor	struction				<u> </u>
Agency Address	30-30 Thomson Avenue City	Long Island	City St	ate NY	Zip Code	11101
<b>Contact Person</b>	Diana A. Benjamin	Title	MWBE Li	aison & C	ompliance A	nalvst
Telephone #	(718) 391-3470	Email	BenjamiD	Di@ddc.ny	c.gov	

Project Description (attach additional pages if necessary)

**PROJECT ID: GE354** 

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
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	
<u>Unspecified*</u>	0%	
or		
Black American	UNSPECIFIED*	(UNIVO SCIENCE PARTICLE)
Hispanic American	UNSPECIFIED*	
Asian American	UNSPECIFIED*	
Women	UNSPECIFIED*	
Total Participation Goals	0%	Line 1

<sup>\*</sup>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 #:			PIN #:		35014B0010
SCHEDULE B - Part II: M/WBE Participal Part II to be completed by the bidder/propour Please note: For Non-M/WBE Prime Contentire contract, you must obtain a FULL was ubmitting it to the contracting agency purgranted, it must be included with your bid bid or proposal.	ser. tractors who will NC aiver by completing rsuant to the Notice or proposal and you	the to	Waiver Application on prospective Contractors	pages s. On	s 17 and 18 and timely ice a FULL WAIVER is
Section I: Prime Contractor Contact Inform	nation	7			
Tax ID #			FMS Vendor ID#		
Business Name			Contact Person _	• • •	
Address					
Telephone #	Email _				
Section II: M/WBE Utilization Goal Calcular PRIME CONTRACTOR ADOPTING AG	on a substitution of the control of	Land Library and	ente en el entre en en el central de la companya d	bsec	tion.
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 1)		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 PARTICIPATION GOALS	RTIAL WAIVER APP	PRC	OVAL: ADOPTING MO	DIFIE	
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.	\$	x		=	\$ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Go review the Notice to Prospective Contractors for more information on how to obtain credit for participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participated As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participate Please check all that apply to Prime Contractor:    MBE	or M/WBE tion Goals:
As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participal Please check all that apply to Prime Contractor:	or M/WBE tion Goals:
As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participal Please check all that apply to Prime Contractor:	s a portion of the
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work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participal Please check all that apply to Prime Contractor:	value of any
work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participal Please check all that apply to Prime Contractor:	value of any
Please check all that apply to Prime Contractor:  MBE  WBE  MBE  WBE  As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on	tion Goals.
As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on	
and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on	
and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on	participation
- 3DOVE, as applicable. The value of any work subconfination to man MAMPIT filling and the second state of	lines 2 or 3
above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited	l 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 subcontract	oto for
services, regardless of M/WBE status? %	CIS IOI
Enter brief description of the type(s) and dollar value of subcontracts for all/any subcontracting if awarded this contract. For each item, indicate whether the wor	services you plan on
participation by MBEs and/or WBEs and the time frame in which such work is so	k is designated for :heduled to begin and
end. Use additional sheets if necessary.	
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✓ Scopes of Subcontract Work 9	
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pertinent provisions of Section 6-129 of the Admini 129"), and the rules promulgated thereunder: 2) affirm that the information supplied in support of 3) agree, if awarded this Contract, to comply with the pertinent provisions of Section 6-129, and the redeemed to be material terms of this Contract; 4) agree and affirm that it is a material term of this value of the M/WBE Participation Goals to certified or such goals are modified by the Agency; and 5) agree and affirm, if awarded this Contract, to material terms.	participation requirements as set forth herein and the strative Code of the City of New York ("Section 6-  this M/WBE Utilization Plan is true and correct; he M/WBE participation requirements of this Contract, ules promulgated thereunder, all of which shall be Contract that the Vendor will award the total dollar MBEs and/or WBEs, unless a full waiver is obtained ake all reasonable, good faith efforts to meet the obtained or such goals are modified by the Agency.
Signature	Date
Print Name	Title

APT E-

PIN #: 85014B0010

Tax ID #:\_

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

Contract Overview				
ax ID #		_ FMS	Vendor ID #	
Business Name				
Contact Name	Teleph	one#	Email	
Type of Procurement	Competitive Sealed Bids	Other	Bid/Response Due Date	
APT E-PIN # (for this procurement):		Company of the Compan	Contracting Agency:	
M/WBE Participatio	n Goals as described in bid/s	olicitation do	cuments	7. 20. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19
	Agency M/WBE Participation Go	al		
Proposed M/WBE Partic	cipation Goal as anticipated by	vendor seeki	ng waiver	
			faith by the bidder/proposer to be subcontra	cted for
S(	ervices and/or credited to an M	WBE Prime C	ontractor or Qualified Joint Venture.	5 #B##1850k 25 50 J. (8 88)
Basis for Waiver Requ	uest: Check appropriate box &	explain in de	tail below (attach additional pages if needed	<b>)</b>
☐ Vendor does not sul vith its own employees.		e capacity a	nd good faith intention to perform all such	work itself
☐ Vandar subcentract	s same of this type of work hi	it at a lawari	% than bid/solicitation describes, and has t	ho
_ vendor subcontract	s some of this type of work bu		% than bid/solicitation describes, and has t	
		tract. (Attac		hat the
apacity and good faith			h subcontracting plan outlining services tl	nat the
apacity and good faith rendor will self-perform	intention to do so on this con and subcontract to other ven	dors or cons	h subcontracting plan outlining services tl	
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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 Total Amount** 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 Total Amount** Amount \$ Subcontracted \$ Item of Work Item of Work Subcontracted Item of Work Subcontracted and and Value of Subcontracted and Value of subcontract subcontract Value of subcontract **TYPE OF Contract** AGENCY/ENTITY DATE COMPLETED Manager at entity that hired vendor (Name/Phone No./Email) **Total Contract Total Amount** Amount \$ Subcontracted \$ Item of Work Item of Work Subcontracted Item of Work Subcontracted and and Value of Subcontracted and Value of subcontract subcontract 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: Shaded area below is for agency completion only AGENCY GHIEF CONTRACTING OFFICER APPROVAT Signature: CITY CHIEF PROCUREMENT OFFICER APPROVAL Waiver Determination Full Waiver Approved: 🔲 Naiver Denied . 🗌 🖽 Partial Waiver Approved: Revised Participation Goal.

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of

### 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.

$\sqrt{}$	YES	NO
	LLO	 110

### (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:** 

**GE354** 

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

1.	Does the bidder have an Apprenticeship Pro [Note: Participation may be by either direct	gram a sponso	appropriate orship or thr	for the type ough colle	e and scope of w ctive bargaining	ork to be performed? agreement(s).]
		YES			NO	
2.	Has the bidder's Apprenticeship Program Commissioner of Labor?	been	registered	with, and	approved by, 1	the New York State
		YES			NO	
3.	Has the bidder's Apprenticeship Program opportunities?	had	three years	of succes	sful experience	in providing career
		YES			NO	
pages	ience the Apprenticeship Program has had in if necessary.	provid	ding career	opportuniti	es. The bidder	may attach additional
			<u> </u>	· .		
		<del></del>				
				· , · · · · · · · · · · · · · · · ·		
		<u>.</u>				
		<del></del>	·			
		···				devis had the transit
<del></del>						
Bidde	r:					
By:				т	Title:	
Date:	(Signature of Partner or Corpo	orate C	Officer)			
CITY	OF NEW YORK		20			BID BOOKLET
DEPA	RTMENT OF DESIGN AND CONSTRUCTION					SEPTEMBER 2008

Project ID.	
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# 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.

Company Name:			· · · · · · · · · · · · · · · · · · ·
DDC Project Number:			
Company Size:	Ten (10	0) employees or less	
·	Greater	r than ten (10) employees	
Company has prev	viously worked	d for DDC	
2. Type(s) of Construction	Work		
TYPE OF WORK General Building Construction Residential Building Construction Nonresidential Building Construction, except the Highway and Street Construction, except the Heavy Construction, except the Plumbing, Heating, HVAC Painting and Paper Hanging Electrical Work Masonry, Stonework and Plant Carpentry and Floor Work Roofing, Siding, and Sheet Masonry Concrete Work Specialty Trade Contracting Asbestos Abatement Other (specify)	ction struction ouilding stion nighways	LAST 3 YEARS	THIS PROJECT
3. Experience Modification	Rate:		
Compensation Insurance (NC worker's compensation insurance)	CCI). This rati ance. The cor	is a rating generated by the Na ng is used to determine the con stractor may obtain its EMR by ot obtain its EMR, it must subr	ntractor's premium for y contacting its insurance

			Project id.
			for the past three years. [Note: For will be considered to be 1.00].
YEAR	INT	RASTATE RATE	INTERSTATE RATE
		· · · · · · · · · · · · · · · · · · ·	
			· · · · · · · · · · · · · · · · · · ·
contractor mu	ist attach, to this ques		three years is greater than 1.00, the lanation for the rating and identify sulting in that rating.
4. OSHA Info	ormation:		
		ed a willful violation issungs (NYCDOB) within the	ned by OSHA or New York City ne last three years.
		n incident requiring OSH, ation of three or more em	A notification within 8 hours (i.e., ployees).
employees, on	a yearly basis to compl nesses". This form is c	ete and maintain on file t	he OSHA 300 Log (OSHA 200 Log
The OSHA 300 cmployees.	) Log must be submitte	d for the last three years	for contractors with more than ten
The Contractor payroll records	must indicate the total for the past three years	number of hours worked	l by its employees, as reflected in
three years. The given year, the on the OSHA	ne Incident Rate is calcutotal number of incident	ulated in accordance with nts is the total number of	juries (the Incident Rate) for the past in the formula set forth below. For each non-fatal injuries and illnesses reported valent of 100 employees working forty
Incident Rate =	<b>:</b>	Total Number	of Incidents X 200,000
		Total Number of Hou	rs Worked by Employees

		Proj	ect ID.
YEAR	TOTAL NUMBERS OF HOURS EMPLOYEES	S WORKED BY	INCIDENT RATE
• .		<del></del>	
Incident Rate	etor's Incident Rate for any of the past the e for the type of construction it performs onnaire, a written explanation for the rela	(listed below), the co	•
General Build	ing Construction	8.5	
	uilding Construction	7.0	
	Building Construction	10.2	
	uction, except building	8.7	
	Street Construction	9.7	
-	uction, except highways	8.3	
Plumbing, He	- <del>-</del> +	11.3	
Painting and I	Paper Hanging	6.9	
Electrical Wo	rk	9.5	
Masonry, Stor	nework and Plastering	10.5	
Carpentry and		12.2	
	ng, and Sheet Metal	10.3	
Concrete Wor		8.6	
Specialty Trac	le Contracting	8.6	
5. Safety Per	formance on Previous DDC Project(s)		
·	Contractor previously audited by the DD	C Office of Site Safety	7.
	DDC Project Number(s):	·	
· · · · · · · · · · · · · · · · · · ·	Accident on previous DDC Project(s).	<u> </u>	
	Fatality or Life-altering Injury on DDC P [Examples of a life-altering injury include hearing), or loss of neurological function	e loss of limb, loss of	
Date:	Dyv	•	
Date.	By:(Signature of Ow	ner, Partner, Corporat	te Officer)
	Title:		

(NO TEXT ON THIS PAGE)

### **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.

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# PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER Ą.

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET SEPTEMBER 2008

# PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER æ

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

Architect/En gineer Reference & Tel. No. if different from owner			÷	
Owner Reference & Tel. No.				
Date Scheduled to Complete				
Uncompleted Portion (\$000)				
Subcontracted to Others (\$000)				
Contract Amount (\$000)	4			
Contract		·		
Project & Location				

	CONSTRUCTION
CITY OF NEW YORK	DEPARTMENT OF DESIGN AND

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BID BOOKLET SEPTEMBER 2008

# PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE BIDDER ပ

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

Architect/Engineer	if different from				
, and the second	Reference & Tel. No.				
Date Coheduled	to Start				
Contract	(\$000)				
Contract	Type				
	Project & Location				

CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET SEPTEMBER 2008 (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, 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) <u>Vendex Fees</u>: 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) <u>Confirmation of Vendex Compliance</u>: 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

	Bidder's Address:
	Bidder's Telephone Number:
	Bidder's Fax Number:
	Date of Bid Opening:
	Project ID:
	ex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete Section (1) or Section (2) below, whichever applies.
CitiiCi	section (1) or section (2) below, whichever applies.
(1)	<u>Submission of Vendex Questionnaires to MOCS</u> : By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendez Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9 <sup>th</sup> Floor, New York, New York 10007.
	Date of Submission:
	By:
	By:(Signature of Partner or corporate officer)
	Print Name:
(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:
	By:(Signature of Partner or corporate officer)
	Print Name:

(NO TEXT ON THIS PAGE)

### **Certificate of No Change Form**

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- 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

<u>la</u>	, being duly sworn, state that I have read
Enter Your Nam	
as identified on page one of this for changed. I further certify that, to the	ned in the vendor questionnaire and any submission of change m and certify that as of this date, these items have not be best of my knowledge, information and belief, those answers d that, to the best of my knowledge, information, and belief, complete, and accurate.
principal questionnaire(s) and any s	f of the submitting vendor that the information contained in the ubmission of change identified on page two of this form have and continue, to the best of my knowledge, to be full, complete.
I understand that the City of New You additional inducement to enter into a	ork will rely on the information supplied in this certification as a contract with the submitting entity.
Vendor Questionnaire Thi This refers to the vendor questionne	's section is required. hire(s) submitted for the vendor doing business with the City.
Name of Submitting Entity:	
Vendor's Address:	
Vendor's EIN or TIN:	Requesting Agency:
Are you submitting this Certification	as a parent? (Please circle one) Yes No
Signature date on the last full vendo	r questionnaire signed for the submitting vendor:
Signature date on change submission	on for the submitting vendor:

### **Principal Questionnaire**



This section refers to the most recent principal questionnaire submissions.

	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
	-	
<u> </u>		
ertification This section is	submitted and attach a document with the required.  arized. Please complete this twice. C	
Tagang mananan y <u>an</u> ng maganahan mananan mananan sa mananan sa mananan sa mananan sa mananan sa mananan sa manan		
Name (Print)		
Title		
Title		Date
Title  Name of Submitting Entity		Date
Title  Name of Submitting Entity  Signature	County License Issued	Date License Number

### Certificate of No Change Form



- 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,, 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:
Vendor's Address:
Vendor's EIN or TIN: Requesting Agency:
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:
Signature date on change submission for the submitting vendor:



Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
j		
Check if additional changes were s	submitted and attach a document with the	e date of additional submission
Name (Print)		
Title		
Name of Submitting Entity		
Signature	· · · · · · · · · · · · · · · · · · ·	Date
Notarized By:		
Notary Public	County License Issued	License Number
Sworn to before me on:		

### IRAN DIVESTMENT ACT COMPLIANCE RIDER

### FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

### BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One] **BIDDER'S CERTIFICATION** By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify. Dated: \_\_\_\_\_, New York **SIGNATURE** PRINTED NAME TITLE Sworn to before me this \_\_ day of\_\_\_\_\_, 20 Notary Public Dated:

### 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**

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(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
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	
	Prime contractor	\$1,000,000 or greater	Construction Employment Report
City and state funded	Subcontractor	\$750,000 or greater	
		Less than \$750,000	Less than \$750,000 Certificate (City/State Only)

### 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" certificate.

### 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:

- 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 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 13: Please provide the number of permanent employees in your company.

Question 14a-g: 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 15 – 18: 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 18:

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 19:

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 20a 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. 20a, 20b, etc.)
- Questions 21a h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).
- Question 22: Inquires into where and how I-9 forms are maintained and stored.
- Questions 23a 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 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.
- Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.
- Question 26: 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 27: 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	2. Nature of the	3. Position(s) of the	4. Was an investigation	5. Current status of the
complaint(s)	complaint(s)	complainant(s)	conducted?	disposition
			Y/N	

Question 28:

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:

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

Question 29:

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 30:

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

Phone: (212) 513 - 632 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 City of New York as a:	like information on how to certify with the
	Minority Owned Business Enterprise Women Owned Business Enterprise Disadvantaged Business Enterprise	Locally Based Business Enterprise Emerging Business Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or certified with?	
3.	Please indicate if you would like assistance from SE contracting opportunities: Yes No	S in identifying certified M/WBEs for
4.	Is this project subject to a project labor agreement?	Yes No
5.	Are you a Union contractor? Yes No with	If yes, please list which local(s) you affiliated
6.	Are you a Veteran owned company? Yes No	
PART	I: CONTRACTOR/SUBCONTRACTOR INFORMAT	ПОМ
7.		
	Employer Identification Number or Federal Tax I.D.	Email Address
8.	Company Name	
9.		
0.	Company Address and Zip Code	
10.		
	Chief Operating Officer	Telephone Number
11.	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone Number
12.		
	Name of Prime Contractor and Contact Person	

13.	Number of employees in your company:	
14.	Contract information:	
	(a) Contracting Agency (City Agency)	(b)Contract Amount
	(c) Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f)Projected Completion Date
	(g) Description and location of proposed contract:	
15.	Has your firm been reviewed by the Division of Latand issued a Certificate of Approval? Yes No	oor Services (DLS) within the past 36 months
	If yes, attach a copy of certificate.	
16.	Has DLS within the past month reviewed an Emploand issued a Conditional Certificate of Approval?	yment Report submission for your company Yes No
	If yes, attach a copy of certificate.	
WI <sup>-</sup>	TE: DLS WILL NOT ISSUE A CONTINUED CERT TH THIS CONTRACT UNLESS THE REQUIRED C NDITIONAL CERTIFICATES OF APPROVAL HAV	ORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submitte Employment Report) for which you have not yet reyes No If yes,	d for a different contract (not covered by this ceived compliance certificate?
	Date submitted:	
	Agency to which submitted:  Name of Agency Person:  Contract No:	
	- · · ·	
18.	Has your company in the past 36 months been aud Labor, Office of Federal Contract Compliance Prog	lited by the United States Department of
	If yes,	

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	(a) Nan	ne and address of OFCCP office.
		s a Certificate of Equal Employment Compliance issued within the past 36 months? No
	If ye	es, attach a copy of such certificate.
	(c) Wer	re any corrective actions required or agreed to? Yes No
	If ye	es, attach a copy of such requirements or agreements.
	(d) Wer	re any deficiencies found? Yes No
	If ye	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which insible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No
	If yes, a	ttach a list of such associations and all applicable CBA's.
PART	II: DOC	UMENTS REQUIRED
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. 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?

21.	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
	-
	(f) T II II
	/ \ <del>-</del>
	// >
	(h) To all employees Yes No
22.	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
23.	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
	(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.
4.	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.
5.	Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify
<b>S</b> .	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.
	. O J Statement production framewing LEO complaints.

27.	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.
28.	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.
29.	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).
30.	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 the information submitted herewith submitted with the understanding requirements, as contained in Chamended, and the implementing behalf of the company to submit a monthly basis.	th is true and complete to the be that compliance with New York apter 56 of the City Charter, Ex Rules and Regulations, is a cor	est of my knowledge and be City's equal employment ecutive Order No. 50 (1980 atractual obligation. I also	)), as agree on		
Contractor's Name			<u> </u>		
Name of person who prepared th	is Employment Report	Title	· · · · · · · · · · · · · · · · · · ·		
Name of official authorized to sig	n on behalf of the contractor	Title			
Telephone Number					
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 wi noncompliance may be subject to	th the above mentioned require the withholding of final payme	ments or are found to be in nt.	r		
Willful or fraudulent falsifications termination of the contract betwee contracts for a period of up to five criminal prosecution.	en the City and the bidder or co	ntractor and in disapproval	of future		
To the extent permitted by law an Charter Chapter 56 of the City Chand Regulations, all information p	narter and Executive Order No.	50 (1980) and the impleme	ities under nting Rules		
	Only original signatures acce	pted.			
Sworn to before me this	day of 20	·			
Notary Public	Authorized Signature	Date			

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

Do you plan to subcontractor work on this contract? Yes\_\_

If yes, complete the chart below. 2 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.

A A A A A A A A A A A A A A A A A A A	PROJECTED DOLLAR VALUE OF SUBCONTRACT			
	TRADE PROJECTED FOR USE BY SUBCONTRACTOR			
	WORK TO BE PERFORMED BY SUBCONTRACTOR			
	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)			
	SUBCONTRACTOR'S NAME*			

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

### OWNERSHIP CODES

W: White

Black

Hispanic

Native American A: Asian N: Native / F: Female

Female

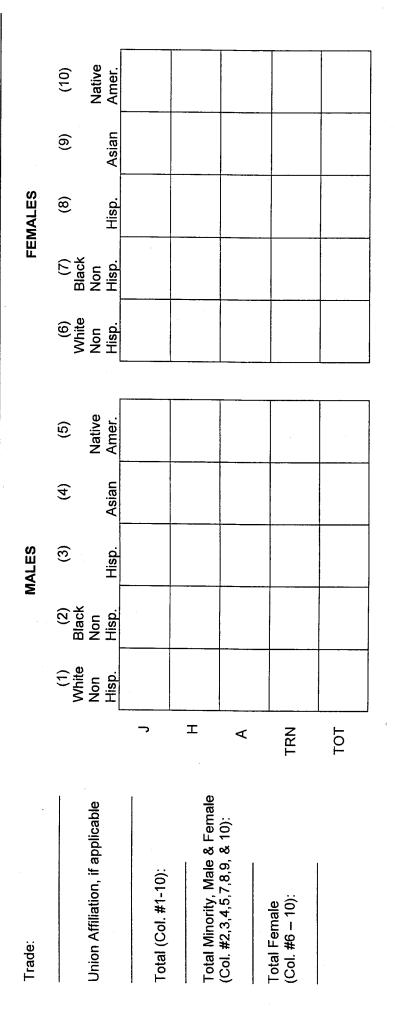
## FORM B: PROJECTED WORKFORCE

### TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (H) Helper (TOT) Total by Column

(A) Apprentice (TRN) Trainee

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.



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

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Trade:			~	MALES				Ш	FEMALES		
		(1) White	(2) Black	(3)	(4)	(2)	(6) White	(7) Black	(8)	(6)	(10)
Union Affiliation, if applicable		Non	Non			Native	Non	Non			Native
	_	Hisp.	Hisp.	Hisp.	Asian	Amer.	Hisp.	Hisp.	Hisp.	Asian	Amer.
Total (Col #4 40).	٠,										
Otal (Col. # 1= 10).											
Total Minority, Male & Female	I								·		
(Col. #2,3,4,5,7,8,9, & 10):	∢	,			•				· .		
Total Female (Col. #6 – 10):	TRN										
	TOT										
	-										

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

### TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (H) Helper (TOT) Total by Column

(A) Apprentice (TRN) Trainee

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:			2	MALES				H	FEMALES		
Union Affiliation, if applicable		(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) (8) Black Non Hisp. Hisp.	(8) Hisp	(9) Asian	(10) Native Amer
Total (Col. #1-10):	٠										
Total Minority, Male & Female	I										
(Col. #2,3,4,5,7,8,9, & 10):	∢										
Total Female (Col. #6 – 10):	TRN										
	TOT										

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

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## FORM C: CURRENT WORKFORCE

Trade:			2	MALES				Щ	FEMALES		
	•	(1) White	(2) Black	(3)	(4)	(2)	(6) White	(7) Black	(8)	(6)	(10)
Union Affiliation, if applicable		Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer.	Non Hisp.	H	Hisp.	Asian	Native Amer.
Total (Col. #1-10):	ŗ										
Total Minority, Male & Female	I								<u></u>		
(Col. #2,3,4,5,7,8,9, & 10):	<b>V</b>										
Total Female (Col. #6 – 10):	TRN										
	TOT										

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 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 woul City of New York as a:	d like information on h	now to certify with the
	Minority Owned Business EnterpriseWomen Owned Business EnterpriseDisadvantaged Business Enterprise		d Business Enterprise usiness Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE of certified with?	or <b>DBE</b> , what city/state Are you DBE certifi	e agency are you ed? Yes No
3.	Please indicate if you would like assistance from S contracting opportunities: Yes No	BS in identifying certi	fied M/WBEs for
4.	Is this project subject to a project labor agreement	? Yes No _	
<b>5.</b>	Are you a Union contractor? Yes No with	If yes, please list whi	ch local(s) you affiliated
6.	Are you a Veteran owned company? Yes N	o <u> </u>	
PART	I: CONTRACTOR/SUBCONTRACTOR INFORMA	ATION	
7.	Employer Identification Number or Federal Tax I.D	•	Email Address
8.			,
	Company Name		
9.	Company Address and Zip Code		
10.			
	Chief Operating Officer	Telephone N	lumber
11.	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone N	lumber
12.			
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")		

13.	Number of employees in your company:	
14.	Contract information:	
	(a)Contracting Agency (City Agency)	(b)Contract Amount
	(c) Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f) Projected Completion Date
	(g) Description and location of proposed contract:	
15.	Has your firm been reviewed by the Division of Lal and issued a Certificate of Approval? Yes No If yes, attach a copy of certificate.	poor Services (DLS) within the past 36 months
16.	Has DLS within the past month reviewed an Emploand issued a Conditional Certificate of Approval?	byment Report submission for your company Yes No
	If yes, attach a copy of certificate.	
WI.	TE: DLS WILL NOT ISSUE A CONTINUED CERT TH THIS CONTRACT UNLESS THE REQUIRED C NDITIONAL CERTIFICATES OF APPROVAL HAV	ORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submittee Employment Report) for which you have not yet re Yes No If yes,	ed for a different contract (not covered by this ceived compliance certificate?
	Date submitted: Agency to which submitted: Name of Agency Person: Contract No: Telephone:	
18.	Has your company in the past 36 months been aud Labor, Office of Federal Contract Compliance Prog	dited by the United States Department of grams (OFCCP)? Yes No
	If yes,	

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	(a) Nan ——	ne and address of OFCCP office.
	<del></del>	
		s a Certificate of Equal Employment Compliance issued within the past 36 months? No
	If ye	es, attach a copy of such certificate.
	(c) Wer	re any corrective actions required or agreed to? Yes No
	If ye	es, attach a copy of such requirements or agreements.
	(d) Wer	re any deficiencies found? Yes No
٠	lf y∈	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which onsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No
	If yes, a	attach a list of such associations and all applicable CBA's.
PAR	T II: DOC	UMENTS REQUIRED
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. 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?

21.	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 (b) After a conditional job offer (c) After a job offer (d) Within the first three days on the job (e) To some applicants (f) To all applicants (g) To some employees (h) To all employees  Yes No
22.	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
23.	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
	(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.
24.	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.
25.	Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify
26.	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.

27.	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.		
28.	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.		
29. 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).		
30.	Are there envises for which there are one relative triangle with any aread disability.		
30.	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

submitted with the understandi requirements, as contained in amended, and the implementing	with is true and complete to the besing that compliance with New York (Chapter 56 of the City Charter, Exeg Rules and Regulations, is a contr	City's equal employment cutive Order No. 50 (1980), as
Contractor's Name		
Name of person who prepared	this Employment Report	Title
Name of official authorized to s	ign on behalf of the contractor	Title
Telephone Number	· ·	
Signature of authorized official		Date
If contractors are found to be u 56 Section 3H, the Division of I data and to implement an emp	_abor Services reserves the right to	in any given trade based on Chapter request the contractor's workforce
Contractors who fail to comply noncompliance may be subject	with the above mentioned requirem to the withholding of final payment	ents or are found to be in
termination of the contract betw	ns of any data or information submit veen the City and the bidder or con- ive years. Further, such falsification	tractor and in disapproval of future
Charter Chapter 56 of the City	and consistent with the proper disc Charter and Executive Order No. 50 In provided by a contractor to DLS s	harge of DLS' responsibilities under 0 (1980) and the implementing Rules hall be confidential.
	Only original signatures accep	ited.
Sworn to before me this	day of 20	<del> </del>
Notary Public	Authorized Signature	Date

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

Do you plan to subcontractor work on this contract? Yes\_\_\_\_ No\_\_

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.

	PROJECTED DOLLAR VALUE OF SUBCONTRACT			
	TRADE PROJECTED FOR USE BY SUBCONTRACTOR			
	WORK TO BE PERFORMED BY SUBCONTRACTOR			·
	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)			
NAME OF THE PARTY	SUBCONTRACTOR'S NAME*			

\*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

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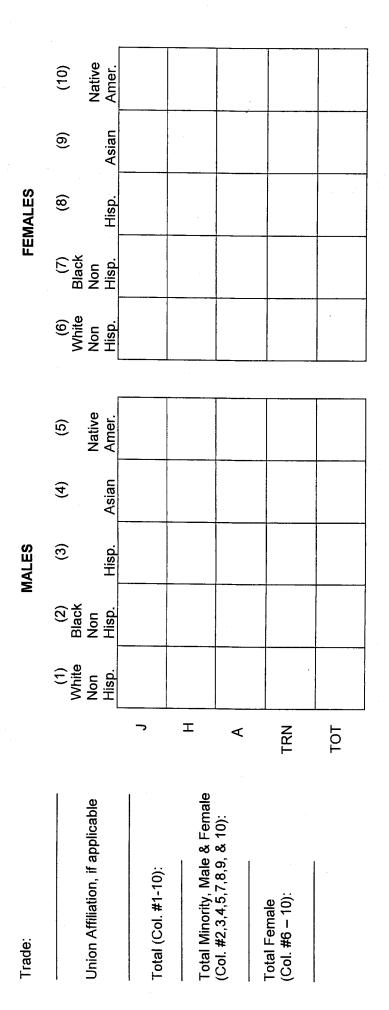
### FORM B: PROJECTED WORKFORCE

### TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (H) Helper (TOT) Total by Column

(A) Apprentice (TRN) Trainee

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.



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

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Trade:			~	MALES				T.	FEMALES		
Union Affiliation, if applicable		(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.
Total (Col. #1-10):	7							<del></del>			
Total Minority, Male & Female	Ī										
(Col. #2,3,4,5,7,8,9, & 10):	∢								,		
Total Female (Col. #6 – 10):	TRN										
	TOT	-									

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ach)?	
(i.e., unions, government employment office, job tap center, community outreach)?	1.6
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t office, job ta	
t employmen	
, governmen	
s (i.e., unions	
rojected hire	
ces for you p	
What are the recruitment sources for you projected hires	
it are the reci	
Wha	

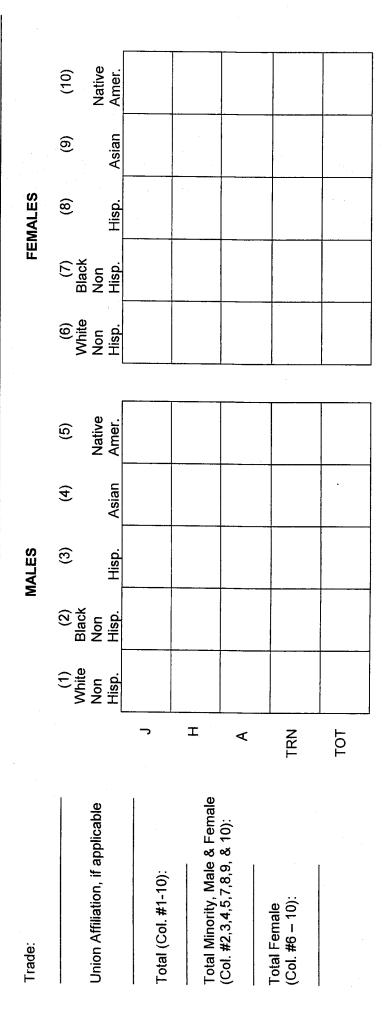
### FORM C: CURRENT WORKFORCE

### TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (TOT) Total by Column (H) Helper

(A) Apprentice (TRN) Trainee

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



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

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USE ONLY: File No.

FORM C: CURRENT WORKFORCE

Trade:			~	MALES					FE	FEMALES		
A fellication is a citation to		(1) White	(2) Black	(3)	(4)	(5)	` <b>≥</b> 2	(6) White	(7) Black	(8)	(6)	(10)
onion Amilation, il applicable		Hisp.	Hisp.	Hisp.	Asian	Amer.	ž II	Sp.	Non Hisp.	Hisp.	Asian	Native Amer.
Total (Col. #1-10):	· •											-
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(Col. #2,3,4,5,7,8,9, & 10):	⋖											
Total Female (Col. #6 – 10):	TRN											
	TOT											-

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 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

Date	File Number
	000 SUBCONTRACT CERTIFICATE STATE AND ICIP ONLY)
Are you currently certified as one of the following?	Please check yes or no:
MBE YesNo WBE YesN	lo LBE YesNo
DBE YesNo EBE Yes!	No
If you are certified as an MBE, WBE, LBE, EBE or	DBE, what city/state agency are you certified with?
Please check one of the following if your firm would	d 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
Disadvantaged Business Enterprise	
Company Name	Employer Identification Number or Federal Tax I.D
Company Address and Zip Code	
Contact Person (First Name, Last Name)	Telephone Number
Fax Number	E-mail Address
Description and location of proposed subcontract:	
Are you a Union contractor? Yes No	If yes, please list which local(s) you affiliated with
Are you a Veteran owned company? Yes N	0
Procurement Identification Number (PIN) (City contracts only)	Contract Registration Number (CT#) (City contracts only)

Revised 8/13 FOR OFFICIAL USE ONLY: File No.

Block and Lot Number (ICIP projects only)	Contract Amount	
above named owner or City age	ial signing)subcontractor to certify that said subcontracton ncy is less than \$750,000. This affirmation is rolled No. 50 (1980) and the implementing Rule	made in accordance with NYC
contract between the City and the	of any data or information submitted herewith the bidder or contractor and in disapproval of fut ation may result in civil and/and or criminal pro	ture contracts for a period of up to
Signature of authorized official		Date
		24.0
Sworn to before me this	Only original signatures accepted. day of 20	



#### INFRASTRUCTURE DIVISION BUREAU OF DESIGN

## **VOLUME 1 OF 3**

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
CITY OF NEW YORK

,	Contractor
Dated	



## 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: GE354** 

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
CITY OF NEW YORK

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

July 26, 2013

## Bid Tab

Revis Descri	*******	· · · · · · · · · · · · · · · · · · ·	ON AND REPLACEM N AN EMERGENCY	
Bid Da	ite	2/27/2014	FMS ID	GE-354
Estima	ited Cost	\$11,000,000.00	<b>DEP Supervised</b>	No
Bid Se	curity	2% of Total Bid Price	PLA	No
Time A	Allowed	365 CCD	Contract Manager	Vicky Ayo- Vaughan
Adden	dum	3	Project Manager	Cato, Barbara
PIN		8502013WM0015C	E-PIN	*85014B0010001
Selecti	ve Bidding	⊠Yes □No	Consultant	In-House
Bid Rank 1	JOHN P. PI	Vendor CONE INC.	Bid Percent 15.9500	Security Type % Bond
2	LAWS CON	NSTRUCTION CORP.	23.8500	% Bond
3	DELANEY	ASSOCIATES, LP	27.2700	% Bond
4	DIFAZIO I	NDUSTRIES, INC.	32.0000	% Bond

Recorder: Emmanuel Charles - ext. 2200

Bid Tab

Pin: 8502013WM0015C

age 1 of 1



**DR. FENIOSKY PEÑA-MORA**Commissioner

RAMON RODRIGUEZ Acting Agency Chief Contracting Officer

June 26, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST JOHN P. PICONE INC. 31 Garden Lane Lawrence, NY 11559

RE: FMS ID: GE-354-R

E-PIN: 85014B0010001

DDC PIN: 8502013WM0015C

RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY

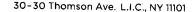
BASIS - CITYWIDE NOTICE OF AWARD

#### Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of 5.950% submitted at the bid opening on February 27, 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, 1<sup>st</sup> 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.

\*\$11,000,000.00 Maximum Contract Amount



Telephone: 718 391 1505

Facsimile: 718 391 1885

www.nyc.gov/buildnyc





On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,

Acting Agency Chief
Contracting Officer



## **NOTICE TO BIDDERS**

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

#### ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

#### ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

#### ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

#### ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

#### Other significant changes include the following:

#### ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

#### ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

#### ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

#### ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

#### ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

#### ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

#### ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

## ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

Requirements that records be maintained for six years and directions on how such records must be made available.

#### ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

#### ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

(NO TEXT ON THIS PAGE)

## **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. <u>Description and Location of Work</u>

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-l of the Bid Booklet.

#### 2. <u>Time and Place for Receipt of Bids</u>

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. <u>Definitions</u>

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

#### 4. <u>Invitation For Bids and Contract Documents</u>

- (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) <u>Deposit for Copy of Invitation For Bids Documents</u>: 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. <u>Pre-Bid Conference</u>

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. <u>Examination of Proposed Contract</u>

- (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. <u>Irrevocability of Bid</u>

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. <u>Bid Samples and Descriptive Literature</u>

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. <u>Proprietary Information/Trade Secrets</u>

- (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) <u>Mistake Discovered Before Bid Opening</u>: 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) <u>Mistakes Discovered Before Award</u>

- (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) <u>Rejection of All Bids and Negotiation With All Responsible Bidders</u>: 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
  - 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. <u>VENDEX Questionnaires</u>

- (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) <u>Submission</u>: 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 <a href="https://www.nyc.gov/vendex">www.nyc.gov/vendex</a>. 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.
  - 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) <u>Performance and Payment Security</u>: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-l 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) <u>Acceptable Types of Security</u>: 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 <a href="http://www.fms.treas.gov/c570/index.html">http://www.fms.treas.gov/c570/index.html</a>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) <u>Power of Attorney</u>: 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. <u>Bidder Responsibilities and Qualifications</u>

- (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. <u>Labor Law Requirements</u>

- (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. <u>Lump Sum Contracts</u>

- (A) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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. <u>Licenses and Permits</u>

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

#### 36. <u>Multiple Prime Contractors</u>

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.
  - Occumentation 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;
- 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. <u>Bid Submission Requirements</u>

The following forms, all of which are contained in the Bid Booklet, <u>are to be completed and submitted with the bid:</u>

- (1) Bid Schedule and Bid Form, including Affirmation
- (2) Bid Security (if required, see Attachment 1 on Page A-1)
- (3) M/WBE Subcontactor 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) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

## FAILURE TO SUBMIT ITEMS (4) THROUGH (9) MAY RESULT IN THE DISQUALIFICATION OF THE BID.

#### 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. <u>DDC Safety Requirements</u>

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

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THE I	DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:
I.	POLICY ON SITE SAFETY
II.	PURPOSE
Ш.	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

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

#### 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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

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.

### City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

- 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:

- 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.

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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

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- 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.

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- 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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#### 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 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 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 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 or the Order to 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 and/or technical clarifications 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, or his/her duly authorized representative.

- 2.1.4 "Allowance" shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, e.g., lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.
- 2.1.5 "City" shall mean the City of New York.
- 2.1.6 "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, or his/her duly authorized representative.
- 2.1.7 "Commissioner" shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.
- 2.1.8 "Comptroller" shall mean the Comptroller of the City of New York.
- 2.1.9 "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.
- 2.1.10 "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.
- 2.1.11 "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.
- 2.1.12 "Contractor" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, 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.
- 2.1.13 "Days" shall mean calendar days, except where otherwise specified.
- 2.1.14 "Engineer" or "Architect" or "Project Manager" shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.
- 2.1.15 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.
- 2.1.16 "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.
- 2.1.17 "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.

- 2.1.18 "Final Acceptance" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 "Final Approved Punch List" shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 "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.
- 2.1.21 "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.
- 2.1.22 "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.
- 2.1.23"Notice to Proceed" or "Order to Work" shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 "Other Contractor(s)" shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 "Payroll Taxes" shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 "Project" shall mean the public improvement to which this Contract relates.
- 2.1.27 "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.
- 2.1.28 "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.
- 2.1.29 "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.
- 2.1.30 "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.
- 2.1.31 "Small Tools" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

- 2.1.32 "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.
- 2.1.33 "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, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.
- 2.1.34 "Substantial Completion" shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the Final Approved Punch List.
- 2.1.35 "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 obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, 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 City Department of Environmental Protection.
    - 5.3.2 The Contractor agrees to comply with Section 24-219 of the 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 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 City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the City Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No Contract Work may take place at a Site 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 (50) 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 (65) 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 (15 ppm).

#### 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 (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the 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 Agencies and Contractors. Any such determination shall expire after six (6) months unless renewed.
- 5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City 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 (30 ppm) 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 (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City 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 <a href="https://www.dep.nyc.gov">www.dep.nyc.gov</a> or by contacting the City Agency letting this Contract.
- 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 City 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 (3) 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 (20) **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)(i) Where the City 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 this Article 5.4.3 is unavailable for such vehicle, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.
  - 5.4.3(d)(ii) 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, the 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)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the 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)(iv) The **Contractor** 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 **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City 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. The Contractor 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) The 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 (\$1,000) and ten thousand (\$10,000) 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 (\$20,000) 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 City Agency the following information:
  - 5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
  - 5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel:
  - 5.4.6(a)(iii) 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(a)(iv) 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(a)(v) The locations where such Nonroad Vehicles were used; and
- 5.4.6(a)(vi) 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 (30 ppm).
- 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 during 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 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 (50) horsepower (HP) 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 (65) HP 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 (15 ppm).
- 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 HP rating of fifty (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.
- 5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.
- 5.8 Environmentally Preferable Purchasing. The Contractor shall ensure that products purchased or leased by the Contractor or any Subcontractor for the Work that are not specified by the City or are submitted as equivalents to a product specified by the City comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 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 all persons and the 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 also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City and/or the Engineer, Architect, or Project Manager are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."
    - 7.3.2(a) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, the Commissioner and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street Room 1222, New York, New York, 10007. The copy to the Commissioner shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- 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 defend, indemnify, and hold the City, its employees, and officials (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 provisions of this Article 7 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 the Work on the date specified in the Notice to Proceed or the Order to Work. The time for performance of the Work under the Contract shall be computed from the date specified in the Notice to Proceed or the Order to Work. 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 in this Contract, 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** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method 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**, including the anticipated time for obtaining required approvals pursuant to Article 10; 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, at its sole cost and expense, 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 provide 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 as provided for in this Article 11, 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 being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. 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. On failure of the Contractor to strictly comply with all of 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.
- 11.1.3Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.
- 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**.

#### 11.4 Compensable Delays

- 11.4.1 The Contractor agrees to make claim only for additional costs attributable to delay in the performance of this Contract necessarily extending the time for completion of the Work or resulting from acceleration directed by the Commissioner and required to maintain the Project schedule, occasioned solely by any act or omission to act of the City listed below. The Contractor also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the Work.
  - 11.4.1.1 The failure of the City to take reasonable measures to coordinate and progress the Work, except that the City shall not be responsible for the Contractor's obligation to coordinate and progress the Work of its Subcontractors.
  - 11.4.1.2 Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.
  - 11.4.1.3 The unavailability of the Site for an extended period of time that significantly affects the scheduled completion of the Contract.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the Site or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the City's bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the Contract by the City; and
- 11.4.1.9 Delays resulting from the City's breach of a fundamental obligation of the Contract.
- 11.4.2 No claim may be made for any alleged delay in Substantial Completion of the Work by a date earlier than the date of Substantial Completion provided for in Schedule A unless there is a provision in the Contract providing for additional compensation for early completion. No claim may be made for any alleged delay in Substantial Completion of the Work if the work is substantially completed by the date of Substantial Completion provided for in Schedule A unless acceleration has been directed by the Commissioner to meet the date of Substantial Completion set forth in Schedule A.
- 11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.
- 11.5 Non-Compensable Delays. The Contractor agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the Contract, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the Contractor shall be compensated, if at all, solely by an extension of time to complete the performance of the Work, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.
  - 11.5.1 The acts or omissions of any third parties, including but not limited to Other Contractors, public/ governmental bodies (other than City Agencies), utilities or private enterprises, who are disclosed in the Contract Documents or are ordinarily encountered or generally recognized as related to the Work;
  - 11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;
  - 11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's Means and Methods of

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the City;

- 11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;
- 11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the Contract Work;
- 11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and
- 11.5.7 Extra Work which does not significantly affect the overall completion of the Contract, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.
- 11.6 Required Content of Submission of Statement of Delay Damages
  - 11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:
    - 11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.
    - 11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.
    - 11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.
    - 11.6.1.4 Any additional information requested by the **Commissioner**.

#### 11.7 Recoverable Costs

- 11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:
  - 11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;
  - 11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;
  - 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
  - 11.7.1.4 Insurance and bond costs;
  - 11.7.1.5 Extended field office costs;
  - 11.7.1.6 Extended Site overhead; and
  - 11.7.1.7 Extended home office overhead.
- 11.7.2 Recoverable Subcontractor Costs. When the Work is performed by a Subcontractor, the Contractor may be paid the actual and necessary costs of such subcontracted Work as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

- 11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:
  - 11.7.3.1Profit, or loss of anticipated or unanticipated profit;
  - 11.7.3.2Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
  - 11.7.3.3 Indirect costs or expenses of any nature;
  - 11.7.3.4 Direct or indirect costs attributable to performance of Work where the Contractor, because of situations or conditions within its control, has not progressed the Work in a satisfactory manner; and
  - 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.
- 11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

#### **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 determines 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 CITY OF NEW YORK

the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (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 the Contractor's failure to comply with the Engineer's directions 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 Other 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 action based upon such claim and if any judgment or claim (even if the allegations of the action 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 13 and the **PPB** Rules.
- 13.2 Any extension of time may be granted only by the ACCO 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 officials, 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 ACCO 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 ACCO 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 ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.
- 13.6 The ACCO or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.
- 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 **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** 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 total bid price;
      - 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 ACCO 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 ACCO 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 ACCO 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 **ACCO**, 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 City 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, except as provided for in Article 11.

## 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 below have been met.
  - 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 Approved Punch List and Date for Final Acceptance: Following inspection of the Work, the Engineer shall furnish the Contractor with a final punch list, specifying all items of Work to be completed and proposing dates for the completion of each specified item of Work. The Contractor shall then submit in writing to the Engineer within ten (10) Days of the Engineer furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of Work. If the Contractor proposes alternative dates, then, 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, the Engineer shall establish dates for the completion of each item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Engineer shall be deemed accepted. The latest completion date specified shall be the date for Final Acceptance of the Work.
- 14.3 Date of Substantial Completion. The date of approval of the Final Approved Punch List, shall be the date of Substantial Completion. The date of approval of the Final Approved Punch List shall be either (a) if the Contractor approves the final punch list and proposed dates for completion furnished by the Engineer, the date of the Contractor's approval; or (b) if the Contractor neither accepts the dates nor proposes alternative dates, ten (10) Days after the Engineer furnishes the Contractor with a final punch list and proposed dates for completion; or (c) if the Contractor proposes alternative dates, the date that the Engineer sends written notification to the Contractor either approving the Contractor's proposed alternative dates or establishing dates for the completion for each item of Work.
- 14.4 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.

- 14.5 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.
- 14.6 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.
- 14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or reinspection 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 substantially complete the Work within the time fixed for such Substantial 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 substantially 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 Substantial 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 15 shall also apply to the Contractor whether or not the Contractor 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 Article 16. In the event the Commissioner takes over, uses, occupies, or operates any part of the Work:
  - 16.1.1 the Engineer 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; the proposed subcontract if requested by the Commissioner; 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 In addition to the requirements in Article 17.2, Contractor is required to list the Subcontractor in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at <a href="https://www.nyc.gov/pip.">www.nyc.gov/pip.</a> For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor's Work, start and end date of the subcontract and identification of the Subcontractor's industry. 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.

Failure of the Contractor to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Commissioner declaring the Contractor in default of the Contract and will 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. Article 15 shall govern the issue of liquidated damages.

<sup>&</sup>lt;sup>1</sup> In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at <a href="www.nyc.gov/pip">www.nyc.gov/pip</a>. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at <a href="pip@fisa.nyc.gov">pip@fisa.nyc.gov</a>.

- 17.4 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.
- 17.5 The Commissioner will notify the Contractor in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter or perform any work on the Site unless approved.
- 17.6 Before entering into any subcontract hereunder, the Contractor shall provide the proposed Subcontractor with a complete copy of this document and inform the proposed 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.
- 17.7 Documents given to a prospective **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.
- 17.8 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.
- 17.9 If the Subcontractor fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the Contractor's failure to make payments where required) to perform the Work in accordance with the terms and conditions of this Contract, the Contractor shall promptly notify the Commissioner and replace such Subcontractor with a newly approved Subcontractor in accordance with this Article 17.
- 17.10 The Contractor shall be responsible for ensuring that all Subcontractors performing Work at the Site maintain all insurance required by Law.
- 17.11 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:
  - 17.11.1 Payment to Subcontractors: The agreement between the Contractor and its Subcontractor 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.
  - 17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.
  - 17.11.3 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 a **Subcontractor** in excess of fifty thousand (\$50,000) dollars 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.).

- 17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the Work.
- 17.12 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 resolved.
- 17.13 On contracts where 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.
- 17.14 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, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, 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, conveyance or other disposition, 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 GUARANTEE

# **ARTICLE 19. SECURITY DEPOSIT**

- 19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.
- 19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the Contract. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this Contract. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.
- 19.3 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:
  - 19.3.1 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
    - 19.3.2 To indemnify the City against any and all claims.

### **ARTICLE 20. PAYMENT GUARANTEE**

- 20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.
- 20.2 In the event the terms of this Contract do not require the Contractor to provide a payment bond or where the Contract does not requite a payment bond for one hundred (100%) percent of the Contract price, the City shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims 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 If the Contractor provides a payment bond for a value that is less than one hundred (100%) percent of the value of the Contract Work, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.
- 20.3.2 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 Article 20.3.4 and 20.3.5.
- 20.3.3 Nothing in this Article 20 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.
- 20.3.4 Every person who has furnished labor or material, to the Contractor or to a Subcontractor of the Contractor, in the prosecution of the Work and who has not been paid in full therefor before the expiration of a period of ninety (90) Days after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a Subcontractor of the Contractor but no contractual relationship express or implied with the Contractor shall not have a right of action upon the guarantee unless he/she shall have given written notice to the Contractor within one hundred twenty (120) Days from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.
- 20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.
- 20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents the City requests concerning the notice or demand.
- 20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably 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.

- 20.3.8 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.
- 20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.
- 20.4 Upon the receipt by the City of a demand pursuant to this Article 20, 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.
  - 20.4.2In 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.
  - 20.4.3 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 claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.
- 20.5 The provisions of this Article 20 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 20, 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 20 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 20 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 its 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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 28

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to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

## ARTICLE 21. RETAINED PERCENTAGE

- 21.1 If this Contract requires one hundred (100%) percent 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 one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded does not exceed one million (\$1,000,000) dollars, 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.
- 21.3 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded exceeds one million (\$1,000,000) dollars, 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: The Contractor shall procure 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 maintained 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), except for insurance required pursuant to Article 22.1.4, which may terminate upon Substantial Completion of the Contract. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.
  - 22.1.1 Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and 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; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

- 22.1.1(a) Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.
- 22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.
- 22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at <a href="http://www.nyc.gov/html/dob/downloads/rules/1">http://www.nyc.gov/html/dob/downloads/rules/1</a> RCNY 101-08.pdf, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.
- 22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability 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 employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).
- 22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide 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**.
- 22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.
  - 22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

- 22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.
- 22.1.5 Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles 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.
- 22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. 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, action, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.
  - 22.1.6(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.
  - 22.1.6(b) If such insurance 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 (3) years from the time the Work under this Contract is completed.

#### 22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

- 22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.
- 22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, 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.
- 22.1.8 The Contractor shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.
- 22.2 General Requirements for Insurance Coverage and 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 A, unless prior written approval is obtained from the City Corporation Counsel.
  - 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 **City** 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 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
  - 22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

#### 22.3 Proof of Insurance:

- 22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.
- 22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.
- 22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
- 22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.
- 22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

# 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 does not excuse the Contractor from securing insurance

consistent with all provisions of this Article 22 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.
- 22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.
- 22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.
- 22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.
- 22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.
- 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 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.
- 22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.
- 22.9 Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this Contract or to do anything else required by this Article 22 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.
- 22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.
- 22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions 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 23, and return the balance, if any, without interest, to the Contractor.

# 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 guaranty are provided for in Schedule A.
- 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 of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

# 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 Law 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 **Agency**.

# 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.
  - 26.1.1For 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.
  - 26.1.2If 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 the basis of time and material records 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 based on time and material records 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, calculated in accordance with the formula specified therein, if any.
  - 26.2.1 Necessary materials (including transportation to the Site); plus
  - 26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) 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 (or Subcontractor-owned, as applicable), 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 Equipment Watch (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 Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be 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 (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) 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 (or non-Subcontractor-owned, as applicable) 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 Necessary fees charged by governmental entities; plus

- 26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus
- 26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) 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
- 26.2.9 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 is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus
- 26.2.10 Additional costs incurred as a result of the Extra Work for performance and payment bonds; plus
- 26.2.11 Twelve percent (12%) 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
- 26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, 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
- 26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 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.
- 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 CITY OF NEW YORK

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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 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 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 27 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 27 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 27 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 27 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 27, 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 dispute 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 Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 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's 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 27. 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 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 Sections 7-201 and 7-203 of the 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 this 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 27 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;
  - 27.6.2 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
  - 27.6.3 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 27, 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 CITY OF NEW YORK
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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 City 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 City 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 City 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 City 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 City Corporation Counsel, the CCPO, 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 Law 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.

Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 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 27.

# ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

- 28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 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, trade, 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 CITY OF NEW YORK

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respect to such Extra Work 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 strictly 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.

- 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, and 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 30, 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, and 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 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 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.
- 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 30 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** pursuant 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, official, 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 Engineer, the Resident Engineer, or any other official, 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 CITY OF NEW YORK

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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 (\$250,000) 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 (10) hours in duration.
- 35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,
  - 35.3.1 The 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 (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.
  - 35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - 35.3.3 The 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:
    - 35.3.3(a) 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
    - 35.3.3(b) the rights and remedies afforded to its employees under 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**.

- 35.3.4 For the purposes of this Article 35.3, "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.
- 35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
- 35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

# **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.
  - 36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.
- 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 Article 36.2 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, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** 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.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a City Agency declaring the Contractor to be non-responsible in future procurements. 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 8 of the Administrative Code; and
  - 36.5.2 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 Sections 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) 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.
- 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 37.3.
- 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 prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) 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) or minimum wages (Article 37.2.6) provisions, the party responsible therefor 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 actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for 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 37.4 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 37.4 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 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works 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 works 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 37.4 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 works 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 (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must 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 (10) 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 37.6.3, which signed statement shall be maintained with the payroll records required by this Contract; and

37.6.3(a) 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: The Contractor shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the Contractor shall 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. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; 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 described in Article 37.6.1 in that language or languages as may be required. The Contractor is responsible for all distributions under this 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 The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this Contract is for an amount greater than one million (\$1,000,000) dollars, 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 seven hundred fifty thousand (\$750,000) dollars, 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** 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. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Article 37.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

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 CITY OF NEW YORK

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Labor Law Section 220-h set forth in Article 35.2. This certification of compliance 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 from 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 and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.
- 38.2 The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.
- 38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:
  - 38.3.1 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; and/or
  - 38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or
  - 38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.
- 38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

### **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 voidable at the sole discretion of the City.

# 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 for 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 or Order to Work, 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 each calendar month (except where the Commissioner approves in writing the submission of invoices on a more frequent basis and for invoices relating to Work performed pursuant to a change order), 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 a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, 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 the **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(s) 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 this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the 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 New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from 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 Materialmen 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 The Contractor shall submit with the Substantial Completion requisition:
  - 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, 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.

44.1.1(a) With respect to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel 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 44.1.1(a) 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 44, will have waived any such claims.

# 44.1.2 A Final Approved Punch List.

- 44.1.3 Where required, a request for an extension of time to achieve **Substantial** Completion or final extension of time.
- 44.2 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 44 where the Contractor failed 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.
- 44.3 No further partial payments shall be made to the Contractor after Substantial Completion, except the Substantial Completion payment and payment pursuant to any 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.
- 44.4 The Contractor acknowledges that nothing contained in this Article 44 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. Such submission shall be within 90 days of the date of the Commissioner's written determination of Final Acceptance, or within such additional time as may be granted by the Commissioner in writing. If the Contractor fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the Contractor and the Contractor shall be deemed to have forfeited its right to

payment of any balance claimed. 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 pending dispute resolution procedures in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, 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 City Corporation Counsel 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 45.2, 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 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 45 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 of 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 officials, 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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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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 46, or those for amounts deducted by the Commissioner from the final requisition or 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 official, 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 by this Article 46 from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, 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 making of such final payment by electronic funds transfer (EFT) or 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 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

- 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; or if
- 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 the **Contractor** 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 an action 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 provisions 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 be completed 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 expense of completion permitted under Article 54.1, 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.
- 54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under Law or in equity.
- 54.4 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.

## 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 action, 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 action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:
  - 56.2.1 Any claims arising out of events occurring after 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 otherwise become 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 action 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 defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or 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 permitted by Law.

### ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the Contractor against any official, 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. SERVICE OF NOTICES

- 59.1 The Contractor hereby designates the business address, fax number, and email 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. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.
- 59.2 Contractor's notice address, email address, or fax number 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, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property 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, Subcontractor or Materialman or to tangible personal property which, even STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 67

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though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

- 62.2 The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is 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 tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.
  - 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, and services, 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, labor, and services.
- 62.3 20 NYCRR Section 541.3(d) provides that a Contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, 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 tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.
- 62.4 Title to all tangible personal property 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 tangible personal property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property 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 the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.
- 62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

- 62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.
- 62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this Article 62 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 Contract, 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 in this Article 63 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 in this Article 63 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 in this Article 63 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 in this Article 63 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 64, 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 the amounts described in 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 Article 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 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 the following, less salvage value:

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, if less than Direct Cost, 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 the amount described in 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 64 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.

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 the amounts described in 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 Materials Contracts or Items Based on Time and Material Records: On all Contracts or items in a Contract where payment for the Work is based on time and

material records, 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 64.2 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 Costs shall not include overhead.
- 64.3 In no event shall any payments under this Article 64 exceed the Contract price for such items.
- 64.4 All payments pursuant to Article 64 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 64, 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 64 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 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 a 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 a 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 a 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 Federal 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 County of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the City and County 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 New York State Court of competent jurisdiction in New York County.
- 65.3 If any provision(s) of this Article 65 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 Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) 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 for 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; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

- 67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** 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 enterprises (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 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 LBEs 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 this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:
  - 67.6.1 Reducing the 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 If the Contractor is an LBE, de-certifying and declaring the Contractor 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 CITY OF NEW YORK

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- (\$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, 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 69 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. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

## 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 THE TOTAL

### ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

## **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer (EFT). An EFT 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 Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through a 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 Contract. 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 Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to CITY OF NEW YORK

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which the **Agency** may waive the requirements of this Article 76 for payment 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. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

## ARTICLE 78. 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 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 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).

- 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 <a href="mailto:poped@ddc.nyc.gov">poped@ddc.nyc.gov</a> 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.

Contractor, have executed this agreement in	missioner, on behalf of the City of New York, and the quadruplicate, two parts of which are to remain with the emptroller of the City, and the fourth to be delivered to the
	THE CITY OF NEW YORK
	By: Melane Deputy Commissioner  CONTRACTOR: John P. Picono, Inc.
	By:
	Title: Executive Director
(Where Contractor is a Corporation, add): Attest:	
Mauren 70 free Secretary	
	(Seal)

## ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:
On this 8th day of July, 2014, before me personally came Polert Taiking to me known who, being by me duly sworn did depose and say that he resides at 5-3each 29 that he is the Executive Director 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.
MAUREEN TOLFREE  DIARY PUBLIC-STATE OF NEW YORK  No. 01706284406  Qualified in Nassau County  Commission Expires June 17, 2017
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.
Notone Public on Commission on & Dond
Notary Public or Commissioner of Deeds

## ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:
On this day of July, 2014, before me personally came 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
Thomas of Commissioner of Beeds
Victoria

VICTORIA AYO-VAUGHAN Notary Public, State of New York Registration #01AY5014042 Qualified In Queens County Commission Expires July 15, 20

## AUTHORITY

## MAYOR'S CERTIFICATE NO. CBX BUDGET DIRECTOR'S CERTIFICATE NO.

DATED 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
Fleven Million Dollars
Dollars (\$ 11, DDD, DDD. DD
is chargeable to the Jund of the Department of Design and Construction entitled Code
Department of Design and Construction
I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.
Dopthy 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 neerby 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 #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

## PERFORMANCE BOND #2

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## Performance Bond #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

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 either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum 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 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. 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 commence and to complete all Work as provided herein.

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 by any assignment, subletting or other transfer thereof or of any Work to be performed 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, 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 by or in relation to said Principal.

## Performance Bond #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.

## PERFORMANCE BOND #2 (Page 3)

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

3rd day of	July	20 <u>14</u>	·.
Seal)	John P. Picone, Inc.	*•	(L.S.)
	0011111110010,11,00	Principal	
		Ax	
	Ву:	4	
leal)	•	Surety	
	Fidelity and Deposit (	•	
	Charles	. V. A	1
	By: \ \ / \ \ / \ \ / \ / \ / \ / \ / \ /		<u> </u>
Seal)	Andrea E. Gorbert, A	Surety	
( <del></del>	•	- Dates	
	Ву:	, .	
Seal)	•	Surety	• •
`.	Ву:	,	
Seal)		Surety	•
	Ву;		•
	- DJ,		
Scal)		Surety	
		·	,
	Ву:		
ond Premium Rate	,		
and Promises Cont			
ond Premium Cost	-		
the Contractor (Principal) is a partnership,	the bond should be signed	by each of the indiv	riduals who
artners.			
the Contractor (Drivning) is a convention	the bead should be deser-	1 in its annual	
the Contractor (Principal) is a corporation, ally authorized officer, agent, or attorney-in-	ure cono snovio de signeo fact.	i in its confect corpo	are Henre (
have should be avanued as a second	ahan aif anning a sans af d		. 44 4h ÷
here should be executed an appropriate num focunterparts of the Contract.	oper or counterparts of the	oond corresponding	to the num
. while the man at men Auting and			4.5

Section g

ALISON G PORT
Notary Public - State of New York
NO. 01P06286652
Qualified in New York County
My Commission Expires Jul 29, 2017

Performance Bond #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

•	ACKNOWLEDG	WELL OF LKI		UNIVERSITY	<u>.z</u>
State of New York		County of	VewYOCK		
On this 3/d	day of July	<u>y</u>	, 20	befo	re me personally
to me known, who, bei	ing by me duly swo	ැ m did depose and	say that he resides		
at 240 E 86th	Sirvet		be/she is the 10	•	
of the corporation des	cribed in and which	h executed the fo	regoing instrument	t; that he/she sig	ned his/her name to t
Alism G	2				· . · ·
Notary Public or Com		<del>-</del> ·			
	ACKNOWLEDO	EMENT OF PR	INCIPAL IF A F	PARTNERSHI	2
State of	market	County of			\$\$;
On this	day of		, 20	befo	re me personally
to me known, who, bei	•				•
at					· · · · ,
. •	-	. 414	he/she is	•	partner of
	•	· · · Inai			
	, a lim	ited/general parts	ership existing un	der the laws of th	e State of
	, a lim, the partne	ership described i	n and which execu	ted the foregoing	instrument;
and that he/she signed said partnership.	, the partne	ership described i	n and which execu	ted the foregoing	instrument;
and that he/she signed	, the partne	ership described i	n and which execu	ted the foregoing	instrument;
and that he/she signed	, the partne his/her name to the	ership described i foregoing instru	n and which execu	ted the foregoing	instrument;
and that he/she signed said partnership.	, the partne his/her name to the unissioner of Deeds	ership described i foregoing instru	n and which execu	ted the foregoing thorized and bin	instrument; ling act of

Notary Public or Commissioner of Deeds

instrument, said individual executed the instrument.

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.

to me known, who, being by me duly sworn did depose and say that he/she resides

subscribed to the within instrument and acknowledged to me that by his/her signature on the

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK

On this

before me personally

and that he/she is the individual whose name is

AUSUN GRUN No transpersor Committee No transpersor Gestand stone Sew Yes Church My Junea stone Sew July 1917

## **ACKNOWLEDGEMENT OF SURETY**

STATE OF New York,) COUNTY OF Nassau,)

ON THE <u>3rd</u> DAY OF <u>July</u>, 20<u>14</u>, BEFORE ME PERSONALLY CAME <u>Andrea E. Gorbert</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT <u>Suffolk County</u>, <u>New York</u> THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Fidelity and Deposit Company of Maryland</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

**Notary Public** 

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740

Qualified in Nassau County
Commission Expires September 30, 20 17

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







By:

Assistant Secretary Eric D. Barnes

Lie D. Bairl

Vice President Thomas O. McClellan

State of Maryland

City of Baltimore

On this 10th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS**O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.







Stoffry Delisio, Vice President

## FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2013

#### ASSETS

71001310		
Bonds	\$	139,272,722
BondsStocks		22,258,887
Cash and Short Term Investments		6,595,113
Reinsurance Recoverable		17,970,134
Other Accounts Receivable		33,409,916
TOTAL ADMITTED ASSETS	\$ <sup>*</sup>	219,506,772
LIABILITIES, SURPLUS AND OTHER FUNDS  Reserve for Taxes and Expenses  Ceded Reinsurance Premiums Payable  Securities Lending Collateral Liability  TOTAL LIABILITIES  Capital Stock, Paid Up		42,146,005 6,613,750
Surplus	163,959,537	
Surplus as regards Policyholders		168,959,537
TOTAL		219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

Corporate Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014

PAYMENT BOND (Page 1)

# PAYMENT BOND

	HESE PRESENTS, That we,	,
	•	31 Garden Lane
		Lawrence, NY 11559
nereinafter referred to as the "Principal"	and Fidelity and Deposit Co	mpany of Maryland
	1400 American Lane	
	Schaumburg, IL 60196	
	•	
hereinafter referred to as the "Surety" ( hereinafter referred to as the "City" or to		nly bound to THE CITY OF NEW YOU
included to constant as the City of the	ा गाउ शास-१८२०(११२ वा <u>चर वश्वाहितद्रे</u> ' स	THE TANK SHIP OF
Eleven Million and 00/100		
(\$11,000,000.00) Dollars, lawful mone	y of the United States, for the	payment of which said sum of money to executors, administrators, successors
assigns, jointly and severally, firmly by	these presents.	,, ,
WHEREAS, the Principal is ab	out to enter, or has entered, in	to a Contract in writing with the City fo
FMS ID: GE-354-R; E-PIN: 85014B00100	001, DDC PIN: 8502013WM00	15C;
Reconstruction and Replacement of brok	en water mains on an emerger	ncy basis - citywide
		A A LONG AND
copy of which Contract is annexed to	and hereby made a part of this	bond as though herein set forth in full
Marie Services		
	econtractors to whom Work u	are such that if the Principal, his or under this Contract is sublet and his or the oil claims for
		accordance the set benchman national
whether such persons be agents servant	Contract, and any amendments or employees of the Princip	ent or extension thereof or addition there all or any such Subcontractor, including thanics at or in the vicinity of the

PAYMENT BOND (Page 2)

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.

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# PAYMENT BOND (Page 3)

	SS WHEREOF, the Princi				
these presents to be	of them as are corporations signed by their proper office	mave caused their cers, this3rd	day ofJuly.		IIIXEO SHO
(Scal)		John P. Picone, J	nc.	(L.S.)	
,			Principal		
			A		
	•, 4	Ву:			
· · · · · · · · · · · · · · · · · · ·			•		
(Seal)		Fidelity and Depo	sit Company of M Surety	laryland	
, •		( ) was	onay	0. 11:	
		By:	U.C. LUL	Thirt	
	•	Andrea E. G	orbert, Attorney-li	n-Fact	
(Seal)		-		, 	
•			Surety		•
	• •	Ву:			
•		*. * .		•	• .
(Seal)					•
	•		Surety		
		Ву:			· .
. •		,			
(Seal)		•		•	• .
(Sear)			Surety		
		Ву:		<del></del>	
If the Contractor (Propartners.)	rincipal) is a partnership, th	e bond should be	signed by each	of the individua	ls who are
				•	
If the Contractor (Paduly authorized office	rincipal) is a corporation, the cer, agent, or attorney-in-fa	he bond should be ct.	signed in its co	rrect corporate	name by a
There should be exe of counterparts of th	ecuted an appropriate numb le Contract.	per of counterparts	of the bond cor	responding to the	ne number
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PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A COI	RPORATION	
State of New York County of NEW YOR	ss:	
Λ	-	No Grazel en Alceure
On this 3 day of July 2014 before me p	ersonally came CIMI	KO DONZUICZ PRILUTICZ
to me known, who, being by me duly sworn did depose:		
New York Ny that he		of
the corporation described in and which executed the for corporation; that one of the seals affixed to said instrum		
the directors of said corporation, and that he signed his n		
$\sim$		
Showyo	78	
Notary Public of	or Commissioner of D	eeds
A CHEATCHER PERCHASING ON THE TOTAL	AND THE PARTY OF T	ALISON G PORT
ACKNOWLEDGMENT OF PRINCIPAL, IF A PAR	CINERSHIP	Notary Public - State of New Yor
State of County of	\$8 <b>:</b>	NO 01906286652
county of	201	Qualified in New York County  My Commission Expires Jul 29, 2
On this day of, before me p	ersonally appeared.	
to me known, and known to me to be one of the member		
described in and who		
acknowledged to me that he executed the same as and fo	or the act and deed of	said firm.
Notary Public of	r Commissioner of D	parle
Notary Fublic C	A COMMISSIONED OF D	CCLIS .
ACKNOWLEDGMENT OF PRINCIPAL, IF AN IN	DIVIDUAL	•
	•	
State ofCounty of	ss:	•
On this day of, before me p	ersonally appeared	11 8
to me known, and known to me to be the person descri- and acknowledged that he executed the same.	ded in and who exect	ned the foregoing instrument,
and acknowledged that he executed the same.	. •	<i>.</i> •
	,	
Notary Public o	or Commissioner of D	eeds
	•	
Each executed bond should be accompanied by:		
parties; (b) appropriate duly certified copy of Power of		
is executed by agent, officer or other representative of I By-Laws or resolutions of Surety under which Power		
agent, officer or representative was issued, and (d) certi		
assets and liabilities of Surery.	ment soft or terrar be	Company Committee Ci
****	***	•
Affix Acknowledgments and	Justification of Suret	ies,
CITY OF NEW YORK	cons	ND ARD CONSTRUCTION CONSTRACT

Auson State of New York

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100 County

# **ACKNOWLEDGEMENT OF SURETY**

STATE OF New York,) COUNTY OF Nassau,)

ON THE <u>3rd</u> DAY OF <u>July</u>, 20<u>14</u>, BEFORE ME PERSONALLY CAME <u>Andrea E. Gorbert</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT <u>Suffolk County</u>, <u>New York</u> THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Fidelity and Deposit Company of Maryland</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified in Nassau County
Commission Expires September 30, 20

## ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Bv:

Assistant Secretary Eric D. Barnes

Lie D. Bairf

Vice President Thomas O. McClellan

State of Maryland

City of Baltimore

On this 10th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS**O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public

My Commission Expires: July 14, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

	IN TESTIMONY	WHITREOF JI have	hereunto subscribed my name and affixed the corporate seals of the said Compa	anies.
this	day of	JUL 0 3 242	pereunto subscribed my name and affixed the corporate seals of the said Compa	,







Geoffrey Delisio, Vice President

## FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2013

#### ASSETS

AGGERG	
Bonds	139,272,722
Stocks	22,258,887
Cash and Short Term Investments	6,595,113
Reinsurance Recoverable	17,970,134
Other Accounts Receivable	33,409,916
TOTAL ADMITTED ASSETS\$	219,506,772
LIABILITIES, SURPLUS AND OTHER FUNDS  Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability	1,787,480 42,146,005 6,613,750
TOTAL LIABILITIES\$	
Capital Stock, Paid Up\$ 5,000,000	
Surplus	
Surplus as regards Policyholders	168,959,537
TOTAL\$	210 506 772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

1, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

State of Illinois City of Schaumburg

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/02/2014

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 milianta haldar in liau of auch and

certificate notati in fied of such endorsement(s).		
PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL	
Jericho NY 11753 USA	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Zurich American Ins Co	16535
John P. Picone, Inc.	INSURER B: American Guarantee & Liability Ins Co	26247
31 Garden Lane Lawrence NY 11559 USA	INSURER C: Steadfast Insurance Company	26387
	INSURER D:	
	INSURER E:	
	INSURER F:	

**REVISION NUMBER: COVERAGES** CERTIFICATE NUMBER: 570054362589

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.

Limits shown are as requeste

	CLUSIONS AND CONDITIONS OF SUCH						Limits show	n are as requested
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY			GL0525204500	12/01/2013		EACH OCCURRENCE	\$3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
İ							PERSONAL & ADV INJURY	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERALAGGREGATE	\$6,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$6,000,000
	OTHER:							
В	AUTOMOBILE LIABILITY			BAP5953641-00	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	x ANY AUTO						BODILY INJURY ( Per person)	
	ALLOWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	X Comp Ded: \$1,000 X Coll Ded. \$1,000							
В	X UMBRELLA LIAB X OCCUR			имв525204400	12/01/2013	12/01/2014	EACH OCCURRENCE	\$25,000,000
i	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$25,000,000
	DED X RETENTION \$10,000							
Α	WORKERS COMPENSATION AND			WC595364200	12/01/2013	12/01/2014	X PER STATUTE OTH-	
	EMPLOYERS' LIABILITY  ANY PROPRIETOR / PARTNER / EXECUTIVE  N	ıl I					E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
С	Contractor Poll			CPL525209500	01/28/2014	12/01/2014	Each Claim Total Claims	\$5,000,000 \$5,000,000
_								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FMS ID: GE-354-R, E-PIN: 85014B0010001, DDC PIN: 8502013WM0015C Reconstruction and Replacement of Broken Water Mains on an Emergency Basis Citywide. Such Commercial General Liability Insurance Shall name the City, together with its officials, employees and ConEdison are included as 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 Office ("ISO") Form CG20 10 (04/13 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (04/13 ed.).

CERTIFICATE HOLDER	CERT	IFICALE	: HOLDER
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#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED CANCELLED BEFORE THE ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Aon Risk Serv

New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101

.

# SCHEDULE A

# (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

# (GENERAL CONDITIONS RELATING ARTICLE 22 - INSURANCE)

## **CONTRACT:**

## 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.

Aon Risk Services Northeast, Inc.	<u> - 그래 - 그룹, 그림을 하는 바다 맛나라다는 데다</u>
	[Name of broker (typewritten)]
390 North Broadway, Jericho NY 11753	
Carola Pusso	[Address of broker (typewritten)]
and pusso	[Signature of authorized official or broker]
Carole Russo - Account	Spacialist T
	itle of authorized official (typewritten)]
thanic and t	ine of audiorized official (cypomitten)]

Sworn to before me this day of Vuly, 200

andrea Dubert
NOTARY PUBLIC

ANDREA E. GORBERT
Notary Public, State of New York
No. 01GO6170063
Qualified in Suffolk County
Commission Expires July 02, 20 5

# STATE OF NEW YORK WORKERS' COMPENSATION BOARD

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 516-239-1600
John P. Picone, Inc. 31 Garden Lane C.S. 9013 Lawrence, NY 11559	1c. NYS Unemployment Insurance Employer Registration Number of Insured
	1d. Federal Employer Identification Number of Insured or Social Security Number
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy  Contract # GE- 354	11-1713520
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier  Zurich American Insurance Company
New York City Department of Design and Construction 30-30 Thomson Avenue	3b. Policy Number of entity listed in box "1a" WC5953642-00
Long Island City, NY 11101	3c. Policy effective period
	12/1/13 to 12/1/14
	3d. The Proprietor, Partners or Executive Officers are Check all that apply):
	☐ Included. (Only check box if all partners/officers included)  Check all that apply):
	☐ 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.

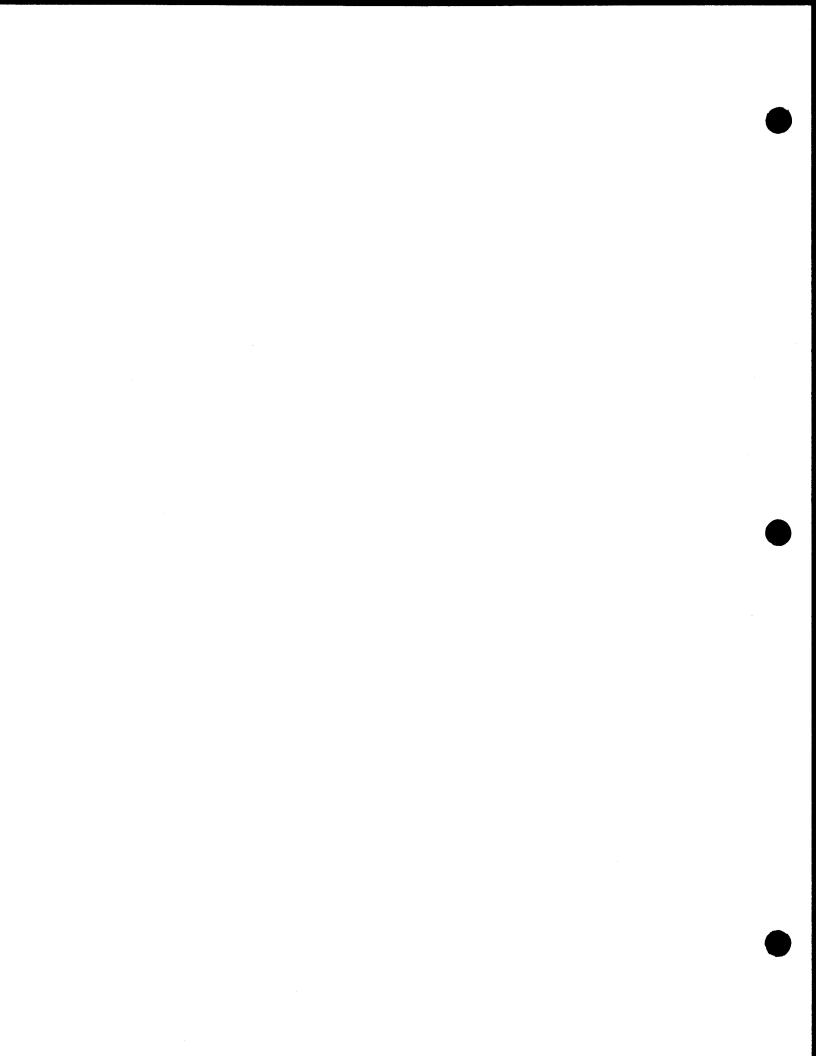
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:	- 4.7Y	Joanne M. Scannevin			
	1,114	(Print name of authorized re	epresentative or licensed age	ent of insurance carrier)	
Approved by:		AM.		07/02/2014	
		(Signature)		(Date)	
Title:		Account Executive			

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-396-4000

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.

C-105.2 (9-07) www.wcb.state.ny.us



# Workers' Compensation Law

## Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/02/2014

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 Aon Risk Services Northeast, Inc. Jericho NY Broadway Office	CONTACT NAME: PHONE (A/C. No. Ext):	FAX (A/C. No.):	
390 North Broadway Jericho NY 11753 USA	E-MAIL ADDRESS:		. ,
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Z	urich American Ins Co	16535
John P. Picone, Inc.	INSURER B: A	merican Guarantee & Liability Ins Co	26247
31 Garden Lane Lawrence NY 11559 USA	INSURER C: S	teadfast Insurance Company	26387
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570054362589 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.

Limits shown are as requeste

Exact of the first									
INSR LTR	SR TR TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMITS	S
Α	Х	COMMERCIAL GENERAL LIABILITY			GL0525204500	12/01/2013	12/01/2014	EACH OCCURRENCE	\$3,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
		<del></del>						MED EXP (Any one person)	\$10,000
							·	PERSONAL & ADV INJURY	\$3,000,000
	GEN	N'LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$6,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$6,000,000
		OTHER:							
В	AUT	OMOBILE LIABILITY			BAP5953641-00	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	x	ANYAUTO						BODILY INJURY ( Per person)	
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	
	х	AUTOS HIRED AUTOS X NON-OWNED AUTOS			,			PROPERTY DAMAGE (Per accident)	
Ì	Х	Comp Ded: \$1,000 X Coll Ded. \$1,000							
В	х	UMBRELLA LIAB X OCCUR			имв525204400	12/01/2013	12/01/2014	EACH OCCURRENCE	\$25,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$25,000,000
		DED X RETENTION \$10,000							
Α		ORKERS COMPENSATION AND PLOYERS' LIABILITY			WC595364200	12/01/2013	12/01/2014	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE		1 1					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		N/A					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Co	ntractor Poll			CPL525209500	01/28/2014	12/01/2014	Each Claim Total Claims	\$5,000,000 \$5,000,000
	ı		i l			I	l		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FMS ID: GE-354-R, E-PIN: 85014B0010001, DDC PIN: 8502013WM0015C Reconstruction and Replacement of Broken Water Mains on an Emergency Basis Citywide. Such Commercial General Liability Insurance Shall name the City, together with its officials, employees and Conedison are included as 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 Office ("ISO") Form CG20 10 (04/13 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (04/13 ed.).

CFR	TIFIC	ATE	HOL	DER

### **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

New York City Department of Environmental Protection 59-17 Junction Boulevard Flushing NY 11373-5108 USA

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# **SCHEDULE A**

# (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

# (GENERAL CONDITIONS RELATING ARTICLE 22 - INSURANCE)

# **CONTRACT:**

# 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.

Aon Risk Services Northeast, Inc.	
	[Name of broker (typewritten)]
390 North Broadway, Jericho NY 13	[Address of broker (typewritten)]
$\rho$	[7 Audioso O.
( anosa Rise	<b>77)</b>
	[Signature of authorized official or broker]
Carole Russo - Acco	unt Specialist I
[Name at	nd title of authorized official (typewritten)]
Sworn to before me this and day of July, 20 14	ANDREA E. GORBERT

ANDREA E. GORBERT Notary Public, State of New York No. 01GO6170063

Qualified in Suffolk County Commission Expires July 02, 20\5

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## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

a. Legal Name & Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 516-239-1600
John P. Picone, Inc.	
31 Garden Lane	1c. NYS Unemployment Insurance Employer
C.S. 9013	Registration Number of Insured
Lawrence, NY 11559	[main ] 등 교육이 하는 종력 교육 및 전략으로 하다
그 이 하는 그 그는 생각을 하는 그 그릇은 생각이라고 있는 그를	1d. Federal Employer Identification Number of Insured
그 그는 그리고 있는 사람은 그릇이 되었다.	or Social Security Number
	of Social Security Islander
Work Location of Insured (Only required if coverage is specifically	11-1713520
imited to certain locations in New York State, i.e., a Wrap-Up	
Policy	
Contract # GE-354	
2. Name and Address of the Entity Requesting Proof of	3a. Name of Insurance Carrier
Coverage (Entity Being Listed as the Certificate Holder)	Zurich American Insurance Company
	3b. Policy Number of entity listed in box "1a"
New York City Department of Environmental Protection 59-17 Junction Boulevard	WC5953642-00
Flushing, NY 11373	W C5955042-00
	3c. Policy effective period
	12/1/13 to 12/1/14
	3d. The Proprietor, Partners or Executive Officers are Check all that apply):
	☐ Included. (Only check box if all partners/officers included)
	Check all that apply):
	☐ All excluded or certain partners/officers excluded.
	A Character and the second of

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 <u>earlier</u>.

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.

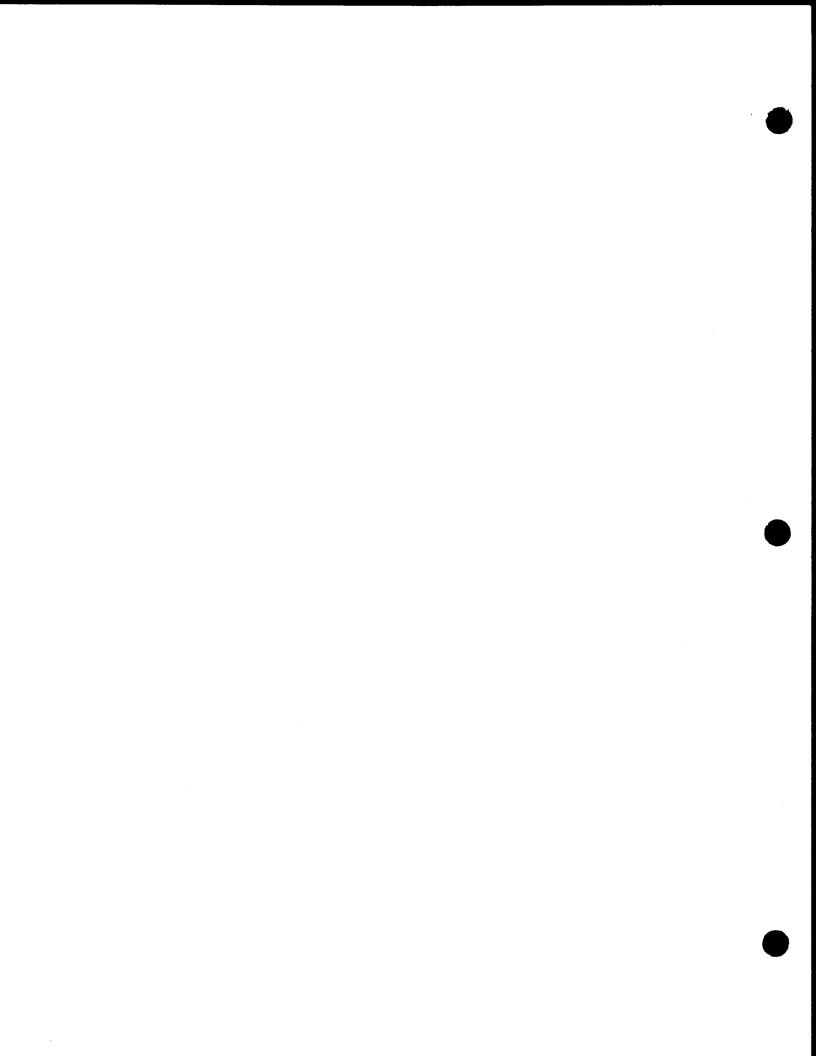
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:	Joanne M. Scannevin			
	(Print typine of authorized represe	ntative or licensed agent of insurance c	arrier)	
	O(M)			
Approved by:	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	07/02/20	14	
	(Spirature)	(Date)		
Title:	Account Executive			

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-396-4000

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.

www.wcb.state.ny.us C-105.2 (9-07)



#### Workers' Compensation Law

#### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

#### 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 15 42 002	Rigger Sign Erector
16 11 001 16 11 002 16 11 003	Gardener Tree Pruner Tree Remover
16 11 011 16 11 012 16 11 013 16 11 014 16 11 015 16 11 016 16 11 017	Asphalt Raker (Highway & Paving) Tamper (Highway & Paving) Curbsetter (Highway & Paving) Formsetter (Highway & Paving) Rammerman (Highway & Paving) Laborer (Highway & Paving) ALL OTHER TITLES (Highway & Paving)
16 23 001 16 23 002 16 23 003 16 23 004 16 23 005 16 23 006 16 23 007	Laborer Operating Engineer (Heavy Construction-Maintenance) Junior Operating Engineer Junior Operating Engineer Junior Operating Engineer Fireman (Heavy Construction) Oiler (Heavy Construction)
16 23 051 16 23 052 16 23 053 16 23 057 16 23 058 16 23 059	Surveyor-Heavy Construction Surveyor-Heavy Construction-Instrument Man Surveyor-Heavy Construction-Rodman Surveyor-Land Surveying-Party Chief Surveyor-Land Surveying-Instrument Man Surveyor-Land Surveying-Rodman

CODE		CLASSIFICATION
16 2	23 061 23 062 23 063	Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
16 2 16 2	23 071 23 072 23 073 23 074	Teamster-Heavy Equipment Trailer Driver Teamster-Dump Truck Driver Teamster-Flat Bed Trailer Driver (3-Axle) Teamster-Redi-Mix (Sand and Gravel)
16 2	29 011	Drill Runners
17 1	11 001	Plumbers
17 2	21 001	Painter (Brush & Roller)
17 3	31 001	Electrician
17 4	41 001 41 002 41 004	Bricklayer Mason Tender Cement Mason
17 4	12 002	Metallic Lather
	51 001 51 002	Carpenter Dock Builder
17 7	71 001	Cement & Concrete Worker
17 9	91 001	Structural Iron Worker
17 9	95 001	Barman
17 9	96 021	Derrickmen & Riggers
17 9	99 001 99 002 99 005	Ornamental Iron Worker Sandblaster Pointers (Waterproofer)
17 9	9 011	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 1<sup>st</sup> of each succeeding year. Final schedules are published on or about July 1<sup>st</sup> 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 prenegotiated 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 <u>not</u> 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**

## <u>Blaster</u>

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

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#### 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.

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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  $\frac{1}{2}$  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.

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#### **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**

## <u>Bricklayer</u>

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

ay after Thanksgiving hristmas 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

Presidential Election Da

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

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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 %) hours paid for eight (8) hours of labor and be permitted one-half (%) 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

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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 of officient time and

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. Couble time the regular rate for Sunday.

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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)

## <u>Driver - Automobile Chauffeur (Dump Truck)</u>

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**

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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 Jiemorial 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)**

fective Period: 7/1/2013 - 6/30/2014

PUBLISH DATE: 7/1/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 17 of 81

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

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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

Vage Rate per Hour: \$91.52

upplemental Benefit Rate per Hour: \$56.30

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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



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 Dav** 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

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

## <u>lectrician - Electro Pole Maintainer</u>

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

#### **Paid Holidays**

**Christmas Day** 

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.

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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 bor 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

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## 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

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## **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

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## **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

## **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

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## **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

#### <u>Rodperson</u>

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

perating Engineer Local #15-D)

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# 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

There is no

Thanksgiving Day

Christmas Dav

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)

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# 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 |

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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

# perating Engineer - Road & Heavy Construction VI

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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**

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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

hift Wage Rate: \$66,30

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## 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

ranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

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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** 

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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.



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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

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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)

### <u>Glazier</u>

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
Independence Day
Independence Day

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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.

# evertime 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)

## <u>Laborer</u>

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.

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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  $\frac{1}{2}$ ), 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)

fective Period: 7/1/2013 - 6/30/2014

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Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

#### Groundperson<sup>®</sup>

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)

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#### 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 egular 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

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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.



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

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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.

# vertime Holidays

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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**

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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

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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

#### <u> Lineperson (thermoplastic)</u>

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**

# <u>Paperhanger</u>

rective Period: 7/1/2013 - 4/30/2014

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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

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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

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#### 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 1/2) 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 Dav** 

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.

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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

ouble 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.

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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 ekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

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(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

**Pr**esident's Day

emorial Day

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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

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## Paid Holidays

(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

age Rate per Hour: \$52.50

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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

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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.

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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

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(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

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

#### Shift Rates

**Christmas Day** 

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

ffective Period: 1/1/2014 - 6/24/2014

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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.

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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

upplemental Benefit Rate per Hour: \$27.40

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#### **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 (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

#### **TILE LAYER - SETTER**

### <u> Tile Layer - Setter</u>

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 (11/4) 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

# <u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

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.

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(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

### Roilermaker (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

age 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)

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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

### <u>Derrickperson & Rigger (stone) - Third Year</u>

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

### <u>Dockbuilder/Pile Driver (Second Year)</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

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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

ertime Supplemental Rate Per Hour: \$11.93

**PUBLISH DATE: 7/1/2013** EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014

### 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

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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)

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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

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(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

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### **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

upplemental Rate Per Hour: \$21.13

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### 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

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### 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

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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)

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First</u> 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

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# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours</u>

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

### <u>Cutters & Setters - Third 750 Hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

### <u>Cutters & Setters - Fourth 750 Hours</u>

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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

upplemental Benefit Rate per Hour: \$17.06

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### 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)

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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

age Rate per Hour: \$45.30

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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

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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

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(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

### <u> Plumber - Third Year</u>

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

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(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

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### 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

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### 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

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# 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)

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### 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

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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

# <u> Drywall Taper - Third Year</u>

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

### <u>Tile Layer - Setter - Second 750 Hours</u>

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

# <u> Tile Layer - Setter - Sixth 750 Hours</u>

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)

# <u>Timberperson - First Year</u>

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)

PUBLISH DATE: 7/1/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 35 of 35

(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 1<sup>st</sup> 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 chedule does not set forth every living wage practice with which employers must comply.

PUBLISH DATE: 7/1/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 1 of 8

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 <u>not</u> 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 <u>EACH HOUR WORKED</u> 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, 7/4/2042 - 6/20/2044

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

**PUBLISH DATE: 7/1/2013** EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 4 of 8

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)

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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

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



# INFRASTRUCTURE DIVISION BUREAU OF DESIGN

# **VOLUME 2 OF 3**

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto ALL BOROUGHS CITY OF NEW YORK

John P. Pigon	o, Inc
_85014B0010001/85T	2013WMDD15
Dated July 8	
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	
	Acting Corporation Counsel
Dated August 27	, 20 <u>/5</u> K.T. 8/21/13



# 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 NOS. 1 TO 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
CITY OF NEW YORK



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

July 26, 2013

### 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 Cruz, 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: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs\_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs\_infrastdts.shtml</a> 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 online at: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs\_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs\_infrastdts.shtml</a> 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 February 2010

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: <a href="http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf">http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf</a>

#### 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)

Project ID.: GE354

# **SCHEDULE "A"**

# (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 - INSURANCE)

### PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY  The Contractor shall obtain a bid security in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet)
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS  The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet)
CONTRACT ARTICLE 14. DATE FOR SUBSTANTIAL COMPLETION  The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	See Page SA-3
CONTRACT ARTICLE 15. LIQUIDATED DAMAGES	
If the Contractor fails to substantially complete the Work within the time fixed for substantial completion 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 amount indicated to the right.	See Section DSW-12 of Addendum No. 2 to the Specifications that is made part of this contract.
CONTRACT ARTICLE 17. SUB-CONTRACTOR  The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	Not to Exceed 40% of the Contract Price
CONTRACT ARTICLE 21.  RETAINAGE  The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.	5% of the Value of the <b>Work</b>
CONTRACT ARTICLE 22. (Per Directions Indicated To The Right)	See pages SA-4 through SA-8

CONTRACT ARTICLE 24.  DEPOSIT GUARANTEE  As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	1% of <b>Contract</b> Price
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE  Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees Twenty-Four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK  The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.	See Contract Article 74
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR  The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, 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.	See Contract Article 75
CONTRACT ARTICLE 78.  PARTICIPATION BY MINORITY-OWNED AND WOMEN- OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

Date for Substantial Completion (Reference: Article 14	Date 1	for	Substantial	Completion	(Reference:	Article 1	4)
--------------------------------------------------------	--------	-----	-------------	------------	-------------	-----------	----

The Contractor shall substantially co with the terms and conditions set for		ork within	the Final Co	intract Duration determined i	in accordance
The Base Contract Duration for this	project is	365	consecutiv	e calendar days ("ccds").	
The Final Contract Duration shall be "NO", below, and shall be the Base indicated before the word "YES", be	Contract Dura				
-	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 the 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 the 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-ccds shall be added to the above Final Contract Duration.

# (GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE) PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

<u>Note</u>: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box ( ) or by an X in a box ( ) 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
		The minimum limits shall be \$3,000,000 per Occurrence and \$6,000,000 per Project Aggregate applicable to this Contract.  Additional Insureds:
		<ul> <li>(1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37.</li> <li>(2) All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</li> <li>(3) Consolidated Edison Company of New York and National Grid</li> <li>(4)</li> </ul>

Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without
Disability Benefits Insurance	Art. 22.1.2	regard to jurisdiction.
Employers' Liability	Art. 22.1.2	Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2)
☐ Jones Act	Art. 22.1.3	State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City
☐ U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.3	will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.  Additional Requirements:
		(1)
		(2)
☐ Builders' Risk	Art. 22.1.4	100% of Total Value of <b>Work</b>
		Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.
		If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.
		Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
Commercial Auto Liability	Art. 22.1.5	\$2,000,000 per accident combined single limit
		If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2) (3)
		1, 1

Contractors Pollution Liability	Art. 22.1.6	\$per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	\$each occurrence
:		<u>\$</u> aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Hull and Machinery Insurance	Art. 22.1.7(b)	\$ per occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
•		(2)
	*	(3)
☐ Marine Pollution Liability	Art. 22.1.7(c)	\$per occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)

Project ID.: GE354

[OTHER] Art. 22.1.8				
Railroad Protection Liability Policy	\$2,000,000 per occurrence			
(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:	\$6,000,000 annual aggregate  Named Insureds: (1) (2)			
<ul> <li>Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental- related work and/or exposures exist.</li> </ul>				
<ul> <li>Indicate the Name and address of the Contractor to perform the work, the Contract Number and the name of the railroad property where the work is being performed and the Agency Permit.</li> </ul>				
<ul> <li>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 thirty (30) days of the Binder Approval.</li> </ul>				
[OTHER] ☐ Professional Liability	Art. 22.1.8			
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.				
[OTHER] Art. 22.1.8	·			
Engineer's Field Office  Section 6.40, Standard Highway Specifications	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000			
[OTHER] Art. 22.1.8  The Following Additional Insurance Must Be Provided:				
Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the				
minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance				
provision as outlined by the contract. Defense cost	should be in addition to the limit of liability. The City of New			
project.	be included as additional insured as respects to the noted			

Project ID.: GE354

# SCHEDULE "A" (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)

# PART III. BROKER'S CERTIFICATION

Pursuant to Article 22.3.3 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 certified copies of all policies referenced in the Certificate Of Insurance.

# **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)]
	[ tadiose of Bioker (Type miller)]
	[E-Mail Address Of Broker (Typewritten)]
	[Phone Number/Fax Number Of Broker (Typewritten)]
	[Signature Of Authorized Official Or Broker]
	[Name And Title Of Authorized Official (Typewritten)]
State of)	
) ss.: County of)	
Sworn to before me this day of _	, 20
NOTARY PUBLIC FOR THE STATE O	F

Project ID.: GE354

# **SCHEDULE "A"**

# (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

# PART IV. 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)
30 - 30 Thomson Avenue, 401 Floor (IDON'T Building)
Long Island City, NY 11101

**NO TEXT THIS PAGE** 

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

Together With All Work Incidental Thereto
ALL BOROUGHS
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)

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;

 $\frac{\text{Delete}}{4.11.3.(\text{B})}$ , 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.";

<u>Insert</u> 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, 4<sup>th</sup> 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]

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)(d);

Delete the text under Subsection (b), which begins with the words

"(b) One (I) 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:

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-1 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.

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	-	-	1	1	1	1
feet diagonal, 16:9 Projection Screen.						

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:
  - 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;

<u>Delete</u> the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page Al-2a of this Addendum, in its entirety;

<u>Substitute</u> 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	1	1	1	1	1	7	
networked to the office computers.					-		

#### [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 <u>not</u> 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) <u>During Construction</u> 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. <u>During Construction</u> - 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) <u>During Construction</u> 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.

- 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 ΔE < 1.5
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandre 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	l bend
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)

#### ATTACH TO CONTRACT DOCUMENTS

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

**PROJECT ID: GE354** 

# FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

**Together With All Work Incidental Thereto** 

**ALL BOROUGHS** 

ADDENDUM NO. 2

DATED: January 10, 2014

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS
- D. SPECIAL PROVISIONS

#### PROJECT ID.: GE354

# A. NOTICE TO BIDDERS

- (1) The Contractor is advised that the duration of the contract is one (1) year from the date of Order to Commence Work.
- (2) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated March 2012) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction Division of Infrastructure Design Services, Specifications, 3<sup>rd</sup> Floor 30-30 Thomson Avenue Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation 55 Water Street, Ground Floor New York City, NY 10041

- (3) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (4) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (5) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (6) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

(7) There is <u>no</u> provision for "ENGINEER'S FIELD OFFICE" in this contract, as per **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 6.40 - Engineer's Field Office**.

- (8) The Project Sign as per New York City Department of Transportation (NYCDOT) Standard Highway Specifications Subsection 1.06.46 - Project Sign will not be required on this contract. However, the Contractor shall be required to provide Temporary Notification Signs in accordance with New York City Department of Transportation (NYCDOT) Standard Highway Specifications Subsection 1.06.46A - Temporary Notification Signs.
- (9) All 6" (150 mm.) thru 20" (500 mm.) Ductile Iron Pipes shall have restrained joints as specified in **Section 2.01 Specifications For Ductile Iron Pipe And Accessories**.
- (10)All water main work shall be done under the inspection of the New York City Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection and no payment shall be made for the work done unless the Department approves it.
- (11)The qualifications of the water main Contractor and any subcontractors shall be approved by the Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection.
  - The Contractor shall furnish to the Engineer the name of the licensee, the license number and proof of bonding prior to the performance of any house services work and water main work.
- (12)The ductile iron pipe and fittings shall comply with Section 2.01 Specifications For Ductile Iron Pipe And Accessories and Section 2.02 Specifications For Ductile Iron Fittings And Accessories. Within five (5) days after execution of the contract, the Contractor shall submit to the Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection the name of an acceptable foundry from which the Contractor will order all pipe for the duration of this contract. Pipe must be manufactured prior to delivery to allow for proper inspection and recording of accepted pipe. Payment for new pipe furnished, delivered and installed shall be made for the actual footage of pipe, as measured along the axes of the pipe in place.
- (13)All material shall be supplied by the Contractor and payment will be made as stipulated in this addendum.
- (14)The Contractor will be required to prepare and submit "As-Built" water main record drawings to the Engineer for approval, at the completion of <u>each installation</u>. Drawings submitted at the completion of the entire contract after all installations shall not be accepted. Approved "As-Built" drawings shall be delivered to the Department of Environmental Protection, Chief of Emergency Construction, 59-17 Junction Boulevard, 6<sup>th</sup> Floor High Rise, Corona, New York, 11368, Tel No. (718) 227-1868. The following guideline is provided for the preparation of "As-Built" water main record drawings:
  - (A) Drawings shall be prepared for each individual unrelated location. The Contractor shall prepare the "As-Built" drawings on AutoCAD and shall provide to the City two (2) sets of Mylar and AutoCAD files on a CD for each location drawing. For Trunk Mains The drawings shall be on CD's and the plotted Mylar's shall conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar shall be 3-mil in thickness. For Distribution Mains The drawings shall be on CD's and the plotted Mylar's shall be field card size 6" x 4". The Mylar shall be 3-mil in thickness. Two (2) copies on regular field card stock paper shall also be provided.
  - (B) The "As-Built" drawings shall conform to Department of Environmental Protection (DEP) Emergency Construction Drawings (ECD). A sample of the ECD may be obtained at the above office together with DEP guidelines. These guidelines are summarized below:
    - (1) Drawings shall consist of the same legend and layout of title boxes shown on the contract drawings.

- (2) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.
- (3) The drawings shall include:
  - (a) street name and crossing street(s) or distance from;
  - (b) north arrow;
  - (c) property lines and widths:
  - (d) legal and existing street widths, street alignment and grades;
  - (e) "new" curb lines and widths:
  - (f) water main center line measured off the "new" curb line;
  - (g) horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
  - (h) alignment and appurtenance location stationing, and deflection angles;
  - (i) cover and elevations (Datum used shall be that of the Borough where work is located);
  - (j) location of pipe joints;
  - (k) profile of all piping;
  - (I) complete details of all outlet piping roundabouts;
  - (m) complete details of all blow-off connections to the sewer;
  - (n) complete details of all air cocks;
  - (o) location of taps and access manholes;
  - (p) location of all cathodic protection stations;
  - (q) Venturi sensing lines plans and profiles:
  - (r) all appropriate notes.
- (C) Payment for preparing and submitting "As Built" approved drawings shall be made in accordance with the terms of this contract.

# **B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS**

(NO TEXT)

# C. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

(1) Refer to Subsection 1.06.27 - Salvageable Materials, Page I-14:

<u>Delete</u> the paragraph starting with the words, "No salvageable material...", and ending with the words, "... from the site.", in its entirety:

Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

(2) <u>Refer</u> to Standard Water Main Specifications (August 1, 2009), **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:

Add the following to Subsection 1.06.29:

(A) TRAFFIC STIPULATIONS:

At the start of the work at each ordered location the Contractor shall obtain the necessary emergency Street Opening Permit. The Contractor shall obtain all final permits and traffic requirements from the Office of Construction Mitigation and Coordination (OCMC) within forty-eight (48) hours of beginning work at any ordered location. The Contractor shall contact Mr. Joseph Noto, NYC Department of Transportation, Division of Engineering Control, 55 Water Street, 7<sup>th</sup> Floor, New York, NY 10041, at (212) 839-9621.

(3) Refer to Section 1.08 - Miscellaneous Provisions, Page I-19: Delete Subsection 1.08.2 - Vendors in its entirety:

**Substitute** the following new **Subsection 1.08.2**:

#### 1.08.2 **VENDORS**

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDEP, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDEP. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDEP. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDEP.

If the Contractor is ordered to purchase materials necessary to perform the work under this contract prior to the commencement of work, the Contractor shall submit to the Engineer quotations of prices from at least three (3) recognized vendors or manufacturers, where available, of the required items for review and selection. The selection will be made on the basis of least cost to the City.

(4) Refer to Section 1.08 - Miscellaneous Provisions, Page I-20: Add the following new Subsection 1.08.7:

#### 1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

(5) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-11:
Delete from Subsection 2.15.3, Reference Number D 3.2.1 together with its paragraphs in their entirety:
Substitute the following:

# D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

(6) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-13: Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

#### D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete

batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(7) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:

<u>Delete</u> from <u>Subsection 2.15.3</u>, <u>Reference Number D 16.3</u> together with its paragraphs in their entirety:

**Substitute** the following:

D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(8) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:

<u>Delete</u> from **Subsection 2.15.3**, **Reference Number D 16.8** together with its paragraphs in their entirety:

Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - ADD the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

#### **CONCRETE TEST CYLINDERS**

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

#### (9) Refer to Page IV-8:

Add the following to Subsection 4.02.15 - Disposal Of Water From Trenches:

#### (A) DEWATERING

- (1) DESCRIPTION The Contractor will be required, at all ordered locations where groundwater is present in the trench and as ordered by the Engineer, to install, maintain and operate a dewatering system to adequately lower the groundwater table to a point below the trench subgrade.
- (2) METHODS Upon obtaining a task order to commence work at any location where dewatering is known to be required, or immediately upon discovery at any location that dewatering is required, the Contractor shall prepare working drawings and designs showing all facets of the proposed dewatering system including but not limited to; soil type, permeability, anticipated discharge amount, wellpoint spacing, depth of well points, size of header pipe, location of discharge point, etc. All of this information shall be submitted to the Engineer for review and approval. Wherever there is insufficient data available to provide accurate information on the soil properties required above, the Contractor shall be permitted to make assumptions and/or educated estimates provided that it is so stated in the submissions.
- (3) CRITERIA The Engineer shall determine the parameters or need for the installation of a dewatering system. The location of the water table shall be a minimum of one (1) foot above subgrade prior to the use of any wellpoints. The use of sump pumps or open trench pumping shall not be considered for payment unless otherwise approved in writing by the Engineer.
- (4) PERMITS Whenever the Contractor is required to install a temporary dewatering system to lower the groundwater level within the Boroughs of Brooklyn, Queens and Staten Island it will be necessary to obtain a New York State Department of Environmental Conservation (NYSDEC) Long Island Well Permit. Since all work performed under the scope of this project is of an emergency nature the Dewatering Contractor will be required to notify NYSDEC as expeditiously as possible to inform them of the impending work. The Contractor will be required to submit all data and water quality test results to NYSDEC upon their request.

#### (10)Refer to Section 4.03 - Earth Excavation, Page IV-8:

<u>Delete</u> from this section, paragraph (C) of **Subsection 4.03.1 - Definition, Earth Excavation** in its entirety:

**Substitute** the following new paragraph:

(C) If the City anticipates that any of the items in paragraph (B) above need to be excavated and

disposed of, payment will be made in accordance with the terms of this contract.

If 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 payment will be made in accordance with the terms of this contract.

#### (11)Refer to Section 4.06 - Backfilling, Page IV-16:

<u>Delete</u> from this section, subparagraph (3) of **Subsection 4.06.2 - Material For Backfilling**, paragraph (C) - APPROVED EXCAVATED SUITABLE FILL in its entirety: <u>Substitute</u> the following new subparagraph:

(3) Payment for all labor, materials, plant, equipment, samples, tests and insurance necessary and required for the hauling, storing, placing, compacting and testing of approved excavated suitable material all in accordance with the specifications and as directed by the Engineer, shall be made in accordance with the terms of this contract."

#### (12)Refer to Section 4.06 - Backfilling, Page IV-16:

<u>Delete</u> from this section, Subsection 4.06.2(D) - CLEAN FILL in its entirety: <u>Substitute</u> the following new Subsection 4.06.2(D):

- (D) CLEAN FILL
- (1) Clean fill material for this contract shall be select granular fill ordered in writing by the Engineer where there is a deficiency of acceptable backfill. Select granular fill material shall be required in order to fill voids in the trenches and excavations, from twelve (12) inches above the top of the barrel of the water main pipe to the height of the ground surface as it existed at the start of the work, caused by the removal of boulders, unsuitable backfill materials, existing pipes and associated structures, and any other underground facilities or structures, and shall be approved clean earth or sand of low silt and clay content (less than eight (8) percent passing No. 200 sieve), free from bricks, blocks, excavated pavement materials and debris, stumps, roots and other organic matter, as well as ashes, oil and other perishable or foreign matter and shall not contain particles larger than one quarter (1/4) inch in diameter.
- (2) Payment shall be made in accordance with Subsection 4.06.6.

## (13)<u>Refer</u> to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) Add the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

**(B)** <u>Delete</u> from **Subsection 4.06.3**, the fourth paragraph in its entirety: <u>Substitute</u> the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or

excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

**(C)** <u>Delete</u> from **Subsection 4.06.3**, the seventh paragraph in its entirety: <u>Substitute</u> the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(14)Refer to Section 4.06 - Backfilling, Page IV-16:

<u>Delete</u> from this section, paragraphs (A), (B), (C) and the sixth and seventh paragraph of **Subsection 4.06.6 - Deficiency Of Backfill Material** in their entirety:

<u>Substitute</u> the following new paragraphs:

(A) For providing acceptable select granular fill material (whether natural or processed) to satisfy the requirements of Subsection 4.06.2(B) payment shall be made in accordance with the terms of this contract.

Payment for Select Granular Fill material ordered, in writing by the Engineer in accordance with **Section 5.37 - Additional Select Granular Backfill** of the specifications shall be made in accordance with the terms of this contract.

- (B) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of **Subsection 4.06.2(D)** to fill voids left by the removal of ledge rock payment shall be made in accordance with the terms of this contract. The Contractor's attention is directed to **Section 5.27 Rock Excavation** of the specifications, and that all references to clean fill therein, shall mean select granular fill.
- (C) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of Subsection 4.06.2(D) payment shall be made in accordance with the terms of this contract. The Contractor's attention is directed to Section 5.37 Additional Select Granular Backfill of the specifications, with the addition that the conditions for use as specified in Subsection 5.37.1 shall be expanded to include those specified in Subsection 4.06.2(D) as amended hereinbefore.

Payment for rehandling and acceptably disposing of excavated material deemed not suitable for backfill, and which requires replacement with clean backfill (including excavated material that is classified as hazardous material) shall be made in accordance with the terms of this contract.

Payment for all labor, materials, equipment and insurance necessary and required to place, compact, sample and test provided acceptable backfill material shall be made in accordance with the terms of this contract.

(15)<u>Refer</u> to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes, Page V-8:

<u>Delete</u> from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety: <u>Substitute</u> the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with Standard Drawing No. 42063-Y or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(16)<u>Refer</u> to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3 - Construction Methods, Paragraph (M) - Laying Temporary Connections, Page V-12:

<u>Delete Paragraph (M)</u>, in its entirety:

Substitute the following:

(M) LAYING TEMPORARY CONNECTIONS AND INSTALLING TEMPORARY CAP ASSEMBLIES AND/OR BULKHEADS

- (1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. Payment shall be made in accordance with the terms of this contract for providing temporary house services which may be required when making a temporary connection between the existing and new main.
- (2) (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.
  - (b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.
  - (c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.
  - (d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.
- (17)<u>Refer</u> to Section 5.02 Laying Ductile Iron Pipe And Fittings, Subsection 5.02.5 Price To Cover, Paragraph (10), Page V-16:

  <u>Delete</u> Paragraph (10), in its entirety:

**Substitute** the following:

(10)(a) Payment shall be made in accordance with the terms of this contract to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water mains as ordered by the Engineer.

(b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed shall be made in accordance with the terms of this contract at the same rates as for valves and fittings permanently installed.

- (c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be paid in accordance with the terms of this contract.
- (d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid in accordance with the terms of this contract once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid in accordance with the terms of this contract for laying the temporary pipe connection and fitting for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.
- (18)<u>Refer</u> to Subsection 5.04.4 Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list, Page V-23:

<u>Delete</u> Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

#### (19) Refer to Section 5.05 - Furnishing And Delivering Gate Valves, Page V-35:

**(A)** <u>Delete</u> from **Subsection 5.05.1 - Description**, the first paragraph in its entirety: <u>Substitute</u> the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

**(B)** <u>Delete</u> from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

#### (20) Refer to Section 5.06 - Setting Gate Valves, Page V-38:

**(A)** <u>Delete</u> from **Subsection 5.06.1 - Description**, the first paragraph in its entirety: <u>Substitute</u> the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) <u>Delete</u> from **Subsection 5.06.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

#### (21) Refer to Section 5.11 - Removing Hydrants. Page V-51:

<u>Delete</u> from this section **Subsection 5.11.4 - Price To Cover** in its entirety: <u>Substitute</u> the following new **Subsection 5.11.4**:

#### 5.11.4 PRICE TO COVER

Payment for the cost of all labor, materials, plant, equipment and insurance required to remove hydrants together with drain bases, including the earth excavation of all materials of whatever nature encountered (See **Section 4.03 - Earth Excavation**); backfilling; cleaning up; temporary restoration of street surfaces, hauling away and disposing of all removed materials (except as otherwise specified herein), together with 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 and the Department of Environmental Protection, shall be made in accordance with the terms of this contract.

Payment for the cost of all labor and materials necessary to remove all required existing hydrant fenders, hydrant valves, branch pipe and castings including drain basins shall be made in accordance with the terms of this contract.

(22)<u>Refer</u> to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-73: <u>Delete</u> from Subsection 5.23.1, the third paragraph in its entirety:

Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be made in accordance with the terms of this contract.

- (23)<u>Refer</u> to Section 5.23 Decking, Subsection 5.23.4 Design Criteria, Page V-74: <u>Add</u> the following to Subsection 5.23.4:
  - (C) The Contractor may substitute skid resistant steel plates for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.
- (24)<u>Refer</u> to Standard Water Main Specifications (August 1, 2009), **Section 5.32 Final Restoration Of Pavements**, Page V-99:

Add the following to Subsection 5.32.4 - Specific Pavement Restoration Provisions:

(E) Specific Pavement Restoration Provisions:

Upon completion, at each and every ordered location, of the reconstructed and replaced broken water mains and their appurtenances, and the backfill and compaction of all water main trenches, the Contractor shall permanently restore all roadways, sidewalks and curbs within the ordered limits of the trench width and cutbacks as follows:

- (1) Roadway Restoration:
  - (a) The permanent roadway restoration over the **trench widths and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete mixture wearing course on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of one and one-half (1-1/2) inches of asphaltic concrete mixture wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of

six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.

- (b) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (c).
- (c) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 5.30 Pavement Excavation** of both the Standard Sewer Specifications and the Standard Water Main Specification.
- (d) At locations requiring the installation of a high-early strength concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration. Additionally, appropriate pavement keys as described below shall be used as required by the Engineer.
- (e) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
- (f) Payment for all permanent roadway restoration shall be made in accordance with the terms of this contract.

#### (2) Sidewalk And Curb Restoration:

- (a) The permanent sidewalk restoration over the **trench width and cutbacks only** shall consist of 4" concrete sidewalk (unpigmented) outside driveway and 7" concrete sidewalk (unpigmented) inside driveway and pedestrian ramps, as directed by the Engineer. All sidewalks shall be restored in full flag units.
- (b) Since all sidewalks shall be restored in full flag units, the cutbacks for sidewalk restoration shall be defined as the distances beyond the edges of the trenches that require removal in order to get to an adjacent undisturbed full flag unit. For the purpose of this contract sidewalk shall be saw-cut, removed and restored in full flag units up to a maximum overall width of ten (10) feet (two (2) full flag units).
- (c) The permanent restoration of curbs over the **trench width only** shall consist of concrete curb, straight steel faced concrete curb, depressed steel faced concrete curb and corner steel faced concrete curb, as directed by the Engineer.
- (d) Payment for all permanent sidewalk and curb restoration shall be made in accordance with the terms of this contract.
- (3) Payment for all saw cutting of water trenches and cutbacks, excavation of pavements within limits of water trenches and cutbacks, tack coating, removal of pavement markings and replacement with thermoplastic reflectorized pavement markings (crosswalks and lane dividers), placement and eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city owned castings shall be made in accordance with the terms of this contract.
- (4) All Sidewalks; Driveways; Curbs; Corner Curbs; Pedestrian Ramps; and Roadway base courses, top courses and wearing courses shall be installed in conformance with the latest Department of Transportation Specifications and Standard Details, except as amended herein.
- (5) The Contractor shall exercise caution during the construction operation, so as to prevent damage and/or disturbance to sidewalks, curbs and roadways outside the ordered reconstruction limits of trench width and cutbacks.

(6) All disturbed grass sidewalk areas over the trench width and cutbacks only shall be restored in conformance with the **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.19 - Sodding**. Payment for the installing of sod in grass sidewalk areas over the trench width and cutbacks shall be made in accordance with the terms of this contract.

- (7) Should granite block, asphalt block or brick pavement be encountered over the trench width and cutbacks only, five (5) inches of binder mixture shall be substituted for the blocks and bricks removed. The binder mixture shall be installed on a base course of a minimum of six (6) inch of high-early strength concrete and topped with a top course of one and one-half (1-1/2) inches of asphaltic concrete mixture wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture to match the existing pavement as directed by the Engineer. All granite or brick removed shall be delivered to the designated City Yard. Payment for the installing of new pavement as described herein to replace granite block, asphalt block or brick pavement over the trench width and cutbacks shall be made in accordance with the terms of this contract.
- (25)<u>Refer</u> to Section 5.36 Additional Earth Excavation Including Test Pits, Subsection 5.36.4 Price To Cover, Paragraph (3), fifth line, Page V-114:

  <u>Change</u> 16", to 16'.

#### (26) Page V-65, ADD the following DIVISION VI:

## DIVISION VI DETAILED SPECIFICATIONS FOR FURNISHING LABOR, MATERIAL AND EQUIPMENT TO RECONSTRUCT AND REPLACE BROKEN WATER MAINS AND PERFORMING OTHER RELATED WORK - CITYWIDE

#### **DSW-1 INTENT**

It is the intent of this contract, that the Contractor shall provide all labor, equipment and materials at all locations and areas ordered under this contract within all Boroughs of the City of New York and the Hillview Reservoir and its facilities in Yonkers as determined by the New York City Department of Environmental Protection and as directed by the Engineer. The Contractor shall expeditiously reconstruct, repair and replace broken water mains of the City-owned water supply distribution system for which the City is legally responsible, and to alleviate or correct any other conditions affecting the ability of the City to deliver an adequate and potable water supply. Such reconstruction work shall be performed in all roadways, sidewalks, malls, medians, pedestrianways, easements or other non-roadway areas ordered and shall include, but not be limited to, all work related to reconstruction, repair and replacement of broken water mains, including the reconnection of all existing house service connections and any and all permanent restoration of sites, complete, as shown, specified or required, regardless of the depth or materials of which they are constructed.

At each ordered location the length of reconstruction, repair and replacement of broken water main will vary. The actual length at each ordered location and the area of reconstruction will be determined by the New York City Department of Environmental Protection and as directed by the Engineer.

#### The estimated amount payable for work performed pursuant to this contract is \$11,000,000.

Data Based Upon Past Emergency Construction of Similar Scope - From 1989 to present, inclusive, the City has issued the following emergency orders to repair leaking or broken water mains. This information is given for informational purposes only. The City makes no representation that similar quantities of work will be ordered under this contract.

Time Period	No. of Rehabilitations	Dollar Value
04/19/99 to 03/31/00	156	6,828,000
03/01/00 to 03/10/01	154	8,675,000

03/01/01 to 04/30/02	199	9,140,000
04/01/02 to 07/08/03	236	8,639,000
07/08/03 to 04/01/04	199	5,672,755
06/14/04 to 06/13/05	267	8,627,100
06/14/05 to 06/05/06	186	7,524,000
06/05/06 to 06/04/07	186	8,200,000
05/14/07 to 03/31/08	215	9,950,000
04/01/08 to 06/23/09	238	8,768,046
06/24/09 to 05/20/10	249	10,800,000
07/01/10 to 05/31/11	237	7,557,549
07/31/11 to 8/12/12	201	11,515,299
8/13/12 to 4/30/13	98	6,502,463

#### **DSW-2 STANDARD SPECIFICATION**

Unless otherwise specified, all work and materials shall conform to the applicable sections of the Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York.

#### **DSW-3 DEFINITIONS**

Whenever the following pronoun appears in this contract, the meaning and intent shall be interpreted as follows unless a different meaning is clear from the context: "Engineer" shall mean the Director, Bureau of Water and Sewer Operations, Department of Environmental Protection, or a representative designated to act as such in relation to this contract.

Wherever reference is made in the specifications to the repair of broken water mains, it shall mean the reconstruction, rehabilitation and replacement of broken water mains.

#### **DSW-4 ISSUANCE OF TASK ORDERS**

- (A) General: The Contractor shall, for the duration of this contract, provide services as directed by the Engineer for the reconstruction, repairing and replacement of broken water mains of the cityowned water supply distribution system in accordance with the terms and conditions set forth herein. The services to be provided by the Contractor shall include both Initial Services and Reconstruction Services, as described below.
- (B) Transmission of Notices and Task Orders:
  - (1) The Engineer shall advise the Contractor of the need for services hereunder through Notices, as set forth in Paragraph (C) below, and Task Orders, as set forth in Paragraph (D) below. The Engineer shall send Notices and Task Orders to the Contractor by e-mail, fax, or by telephone promptly confirmed by e-mail and/or fax.
  - (2) The Contractor shall, for the duration of this contract, provide and maintain at its place of business a dedicated telephone line, a dedicated e-mail address and a dedicated fax line for the receipt of Notices and Task Orders hereunder. The e-mail and fax machine shall be in operation twenty-four (24) hours per day, seven (7) days per week, for the duration of this contract. The Contractor shall not be entitled to any compensation for the provision of such equipment. All expenses for the required telephone, e-mail and fax lines shall be deemed included in the Contractor's overhead.

- (C) Initial Services to be Provided by Contractor:
  - (1) Notice: When the need for services arises, the Engineer shall issue a Notice to the Contractor. The Notice shall specify the following: (a) the location where the Contractor must provide Initial Services, and (b) the Initial Response Time.
  - (2) Initial Services: The Contractors shall complete the Initial Services set forth below within the Initial Response Time specified by the Engineer in the Notice.
    - (a) Make the area safe for residents in the area of the ordered work and for pedestrian and vehicular traffic. Such work shall include, but not be limited to, the placement of adequate delineation control devices, lighted barricades, plates, signs, as well as any other work required by the Engineer in order to make the area safe.
    - (b) As directed by the Engineer the Contractor shall:
      - (i) Commence excavation, and/or
      - (ii) Reconstruction, repair and replacement of broken water main work
  - (3) Initial Response Time: Initial Response Time shall mean the period of time within which the Contractor must complete the Initial Services, set forth in Paragraph (2) above. The Initial Response Time shall be specified in the Notice set forth in Paragraph (1) above. The Initial Response Time shall commence at the time the Notice is transmitted to the Contractor by fax. The Contractor is advised that the Initial Response Time will be within six (6) hours of notification.
- (D) Task Order: When the need for services arises, the Engineer shall issue a Task Order to the Contractor. The Task Order shall specify the items set forth below:
  - (1) Description and Location of the Project
  - (2) Length of Reconstruction, Repair and Replacement of Broken Water Main Work
  - (3) Reconstruction, Repair and Replacement Services to be performed
  - (4) Reconstruction Time Time for commencement and completion of work
- (E) Reconstruction, Repair and Replacement Services: The Engineer shall specify the services necessary and required for reconstruction, repair and replacement of broken water mains. The Contractor shall perform such reconstruction, repair and replacement services within the reconstruction time, as set forth below.
- (F) Reconstruction Time: The Reconstruction Time shall mean the period of time within which the Contractor must complete the required Reconstruction, Repair and Replacement Services. The Reconstruction Time shall be specified in the Task Order. The Contractor is advised that the Reconstruction Time shall be determined by the Department of Environmental Protection, in its sole discretion and in accordance with the degree of emergency presented. The Contractor is advised that the Reconstruction Time can be at a minimum twelve (12) hours.
  - Time is of the essence as the public health and safety are involved. Accordingly, the Contractor shall perform the reconstruction, repair and replacement of broken water main work at each and every ordered location promptly and diligently, using such means and methods of construction as will assure its expeditious and satisfactory completion without delay.
- (G) Personnel: The Contractor shall provide adequate personnel and equipment at each ordered location. Prior to the start of work the Engineer shall approve such personnel and equipment. The Engineer reserves the right to determine the personnel and equipment required to adequately and properly carry out the intent of this contract. The Contractor must be prepared to provide adequate personnel and equipment to perform the services specified in Paragraphs (C) and (E) above at up to six (6) concurrent reconstruction, repair and replacement of broken water main sites continuously and uninterrupted to completion.

(H) No Right To Refuse: The Contractor shall have no right to reject or decline to perform any Task Order issued under this contract. However, if the Contractor is unable to begin the work of reconstruction, repair and replacement of broken water mains for any reason, the Contractor shall so notify the Engineer by telephone as soon as possible, such notifications to be followed by an explanation in writing as to the reasons why the Contractor is unable to begin the required work.

(I) Supplementary Task Orders: The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Environmental Protection reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

#### **DSW-5 WORK INCLUDED**

The Contractor shall at each and every ordered location, furnish all labor, equipment, materials and supervision, and shall perform all the work promptly as required and necessary, including any incidental work required for a complete and satisfactory job. Such incidental work shall include but not be limited to pumping and all pavement and sidewalk restoration.

The Contractor must be prepared to do this work without prepared plans or contract drawings and in accordance with established procedures provided in the latest standards and specifications.

The Engineer will supply the Contractor with a sketch showing the location of the work to be done.

The Contractor shall remove all sheeting and bracing used on this project. All sheeting and shoring materials shall be approved for use prior to installation by the Engineer.

#### DSW-6 TIME OF COMPLETION

Since time is of the essence as the public health and safety are involved, the Contractor shall perform the reconstruction, repair and replacement of broken water main work at each and every ordered location promptly and diligently, using such means and methods of construction as will assure its expeditious and satisfactory completion without delay.

The response of the Contractor in beginning the reconstruction, repair and replacement of broken water mains shall be noted and the Engineer shall constantly and continuously review the Contractor's progress during such work. When, in the opinion of the Engineer, the progress of the reconstruction, repair and replacement of broken water main work falls below a satisfactory level the Contractor shall be so notified. In the event that there is no improvement in the rate of progress of the work as determined by the Engineer, the Commissioner reserves the right to terminate the contract.

#### DSW-7 PROCEDURAL ORDERS TO CONTRACTOR

The Contractor shall retain the services of a competent full-time project superintendent and shall employ competent foremen at each and every ordered location while the work is in progress. Instructions given to the superintendent shall be considered as having been given to the Contractor.

The Engineer reserves the right to request the replacement of any unsatisfactory personnel and job foremen.

#### DSW-8 NOTIFICATION OF CITY DEPARTMENTS AND PRIVATE AGENCIES

At the time the Engineer orders the Contractor to proceed with the work, the Contractor shall notify and transmit a copy of the order to start work to all public and private agencies concerned.

#### **DSW-9 STORAGE OFF SITE**

Where the materials are stored off the site and until such time as they are incorporated in the work, the Contractor shall fully insure such materials against any and all risks of destruction, damage or loss

including but not limited to fire, theft and any other casualty or happening. The policy of insurance shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall deliver the original and one copy of such policy or policies marked "Fully Paid" to the Commissioner.

#### **DSW-10 MEASUREMENTS**

All measurements shall be made by the Engineer.

#### **DSW-11 SPECIAL PROVISIONS**

#### (A) CONTRACTOR'S REGULAR CONTRACT WORK DURING EMERGENCY PERIOD

The Contractor may have regular water main contracts with this Department in force at the same time when the Contractor is ordered to do emergency repair work under this contract. While the Contractor may be permitted, at the Contractor's request, to take such equipment as may be necessary from the Contractor's regular water main contract work to be used on the emergency work, that permission shall not be interpreted as to limit the full and proper performance of the Contractor's regular water main contracts or increase the specified time requirements of the work under those contracts.

#### (B) CITY NOT OBLIGATED TO ORDER ANY REPAIR WORK BY CONTRACTOR

The City reserves the right, in case of a water main break, to make the necessary repairs with its own force. The City is not obligated to order any repair work by the Contractor under this contract.

The provisions of this contract will go into effect only on those occasions when the Contractor is ordered by the Engineer of the Department of Environmental Protection to commence emergency repair work.

#### (C) PERMITS

The Contractor shall obtain all necessary permits for this contract. The City will reimburse the Contractor for the cost of permit fees only. All other costs related to obtaining permits shall be included in the Contractor's bid for Overhead and Profit.

#### (D) MINIMUM EQUIPMENT REQUIREMENTS

Equipment that the Contractor owns or otherwise has immediately available for doing the work for which the proposal is made, shall include, but shall not be limited to the following:

- 2 Payloaders, Rubber Tire (equivalent to Caterpillar 966)
- 5 Dump Trucks (min. 16 c.y.)
- 1 Boom Trucks (min. capacity 4 ton)
- 3 Compressors (185 cfm min. each)
- 3 Multi-hoes (equivalent to Dynaho 190-4)
- 2 Backhoe, Crawler Mounted (equivalent to Caterpillar 235)

#### **DSW-12 ARTICLE 15 of the STANDARD CONSTRUCTION CONTRACT**

**Refer** to Contract Book, Volume 2 of 3, Standard Construction Contract, **Article 15 - Liquidated Damages**:

**Delete** this article in its entirety:

Substitute the following new Article 15:

#### **ARTICLE 15 - LIQUIDATED DAMAGES**

In the event the Contractor fails to complete the Initial Services, as set forth in Section DSW-4 "Issuance of Task Orders", within the Initial Response Time, as set forth in Paragraph 15.2 below, the Contractor shall pay to the City the sum(s) set forth below, for each and every specified period of delay in completing the Initial Services. Due to the difficulty in accurately ascertaining the loss the City will suffer by reason of delay in completion of the Initial Services hereunder, the sum(s) set forth below are hereby fixed and agreed to as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. Liquidated damages will be assessed on a cumulative basis. 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.

Delay Beyond Initial Response Time	Amount of Liquidated Damages
(a) First one (1) hour period after Initial Response Time	\$1,000
(b) First one (1) hour period after the end of the time frame set forth in (a)	\$1,000
(c) Second and all subsequent one (1) hour periods after the end of the time frame set forth in (b)	\$1,000

- The Initial Response Time shall mean the period of time within which the Contractor must complete the Initial Services set forth in **Section DSW-4** "Issuance of Task Orders". The Initial Response Time shall be specified in the Notice provided to the Contractor in accordance with such section. The Initial Response Time shall commence at the time the Notice is transmitted to the Contractor by fax.
- 15.3 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.
- 15.4 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.

#### **DSW-13 PAYMENT**

(A) NATURE OF PROPOSALS - Because the quantities involved in the work to be done are indefinite, the basis for payment will be the actual and reasonable cost to the Contractor for the services performed, subject to audit, to which will be added a percentage allowance, as submitted in the Contractor's proposal, to cover overhead costs and profits.

There are no bid items in this contract. Therefore, all items referred to elsewhere in the contract and specifications as included in the bid item price, shall be hereinafter separately and individually payable on a time and material basis in accordance with this Article DSW-13, unless specifically excluded from payment as specified under Subsection (H) EXCLUSIONS, below.

This is not an exclusive contract. The City and/or the Department may make arrangements for other contractors to do work of the type herein contemplated without the Contractor having any right to damages or anticipated profits or loss of profits for specified performance.

(B) PAYMENT REQUISITIONS - On or before the fifteenth (15) day of each calendar month the Contractor shall render to the City a requisition in the prescribed form that shall state the actual quantity and actual and reasonable cost of the work performed during the preceding calendar month.

(C) EQUIPMENT - No daily payment will be made for any idle equipment stored on the job site and which the Engineer deems to be unnecessary for the work to be done.

To qualify for payment of equipment for a specific day such equipment must be at the site all day and be used for a substantial part of that day. Other than the initial transportation to the site and removal from the site at the completion of the job to the construction yard, no additional payment will be made for the storage and/or removal of equipment at the close of each workday.

All necessary construction equipment (including trucks), both hired and owned by the Contractor or by an approved subcontractor (except special equipment as determined by the Engineer, as set forth in the following sentence), will be paid for on a rental payment basis at rates not exceeding seventy-five percent (75%) of the monthly rates published in the current edition of "AED Green Book, Rental Rates and Specifications for Construction Equipment" ("Green Book") published by PRIMEDIA Information Inc., prorated daily for the number of days actually used. Special equipment, as determined by the Engineer, can be paid for at a rate higher than seventy-five percent (75%) of the monthly rate specified in the Green Book, if approved in advance by the Engineer. Applicable sales tax will be reimbursed in addition to approved rental rates.

(1) For multiple shift utilization, reimbursement shall be calculated as follows:

First Shift - 75% of "Green Book" rental rates; Second Shift - 0.60 X 75% of "Green Book" rental rates; Third Shift - 0.40 x 75% of "Green Book" rental rates.

(2) If a piece of equipment is used for less than eight (8) hours total, it will be paid for as one (1) day. Where used for more than eight (8) hours, the fractions of a day will be paid at the fraction times the daily rate.

A shift shall be considered a consecutive eight (8) hour period. The maximum reimbursement for any twenty-four (24) hour period shall be calculated at twice (2x) the daily rate.

For the purpose of calculating the maximum rental payment in accordance with the rates stipulated above for the equipment used at each location under this contract, the following formula will be used:

- (A) The number of allowable hours that the equipment is in use, as approved by the Engineer, will be totaled.
- (B) The total number of allowable hours totaled will be divided by one hundred seventy-six (176) to determine the number of months of use; with the remainder divided by forty (40), to determine the number of weeks of use; with that remainder divided by eight (8) to determine the number of days and fraction thereof, of use.
- (C) The number of months, weeks and days as calculated above will be multiplied by the following rates, respectively:

Monthly Rate = 75% of Published Monthly Rate
Weekly Rate = ("Monthly Rate" ÷ 22) × 5
Daily Rate = ("Monthly Rate" ÷ 22)

Hourly Rate = ("Monthly Rate" + 22) + 8

The aforementioned reimbursement schedules shall be applicable only to serviceable equipment that shall be capable of efficiently performing its intended on-site function in accordance with the work requirements.

Reimbursement for Contractor-owned standby equipment, if ordered by the Engineer, will be made at thirty-three and one-third percent (33-1/3%) of the "Green Book" monthly rates, prorated daily.

No payment will be made for any period a piece of equipment is out for repairs. In the event a piece of equipment is out for repairs for part of a day, payment will be made only for that portion of the day that it is in operation. For this purpose, eight (8) hours will be deemed one (1) day.

No direct payment will be made for repairs to equipment. Compensation for all such repairs shall be considered as having been included in the rates stipulated above.

When an extended period of time is required to repair a damaged or defective piece of equipment, the Contractor, as directed by the Engineer, shall replace same. The substituted item, for time payment purposes, will be deemed the original piece of equipment.

Authorization for the use of any equipment, and the purchase of any material must be obtained from the Engineer.

If a particular piece of equipment (e.g., a trailer or a sixteen (16) to eighteen (18) cubic yard dump truck) is not listed in the "Green Book", rental rates may be substituted from the "Blue Book" (Rental Rate Blue Book for Construction Equipment, published by PRIMEDIA Information Inc.) or, if there is no applicable listing in the "Blue Book" from the current edition of "Rental Rates", published by the Associated Equipment Distributors, subject, in any case, to the restrictions of the above paragraphs, i.e. 75% of the stated rates, etc. (Blue Book operating costs are not allowable).

Any other equipment to be utilized and not appearing in any of the above named publications shall be paid for on the basis of a reference mutually acceptable to the Contractor and the Engineer, and as approved by the Comptroller, prior to the commencement of such equipment use.

Reimbursement for Contractor-owned equipment shall limit the actual amount reimbursed to the purchase price of a machine of equal or comparable capacity for any given work location.

Irrespective of discontinuity in the use of any equipment, the Contractor will be paid Equipment Rental Rates based on seventy-five percent (75%) of the "Green Book/Blue Book" monthly rates for the actual number of days the equipment was used at the job site.

No adjustments such as regional factor, operating factor or age factor will be allowed.

Payment will be made for fuel costs as follows. [Fuel costs for pick-up trucks shall be reimbursed based on a consumption of five (5) gallons per shift. Fuel costs for all other equipment shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (0.035) x (HP rating) x (fuel cost/gallon).] The fuel cost per gallon used in this formula will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <a href="http://www.eia.gov/petroleum/gasdiesel/">http://www.eia.gov/petroleum/gasdiesel/</a>. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all work invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

Equipment moves between successive sites shall be paid as one equipment shift rental based on the daily rate payable for the equipment. No other labor, equipment or materials cost shall be paid associated with such a move.

No equipment moves will be paid for compressors, pumps, tampers, or any other small equipment. Equipment moves will be limited to backhoes, dynahoes, rollers ten (10) tons and over and other large machinery (i.e. cranes, cherry pickers).

Utility trucks shall be large and powerful enough to transport the necessary materials and small equipment required to perform the work. Vehicles such as vans, cars, station wagons, Jimmy's and Suburban's shall not be deemed payable as utility trucks.

Vermeer cutting machines may be used to cut the pavement if ordered by the Engineer. No payment will be made for tooth replacement. The costs thereof shall be deemed included in the overhead costs and profits.

The cost of equipment characterized as "small tools" is deemed included in the Contractor's overhead factor and shall not be eligible for separate reimbursement whether contractor-owned or leased separately. This type of equipment generally encompasses items that are ordinarily required for the performance of the worker's job function, and includes but is not limited to equipment which ordinarily has no licensing, insurance or substantive storage costs associated with it; such as impact drills, threaders, benders, wrenches, socket tools, etc.

#### (D) LABOR

- (1) <u>General</u>: The Contractor shall be entitled to payment for necessary direct labor (whether performed by the Contractor's own forces or by subcontractor personnel). No payment shall be made for any personnel on the job site that the Engineer deems to be unreasonable for the work to be done. Payment shall be based upon the number of actual hours such necessary personnel spend performing work at the site. If personnel work less than a full day, the number of hours for the purpose of computing payment shall be in accordance with the prevailing practice. The cost of necessary direct labor shall be comprised of the items set forth below:
  - (a) Prevailing Wages and Supplemental Benefits: The Comptroller has promulgated Prevailing Wage Schedules, and amendments thereto, pursuant to Labor Law  $\delta$  220 and Administrative Code  $\delta$  6-109, copies of which are included as part of the contract. For any classification of worker covered by such Prevailing Wage Schedules, payment for work performed hereunder shall be consistent with and shall not exceed the prevailing rate of wages and supplemental benefits set forth in such Prevailing Wage Schedules. For any work performed outside the five boroughs of the City of New York, the prevailing wages and supplemental benefits are to be paid consistent with and shall not exceed the prevailing wages as set forth by the New York State Department of Labor for that County.
  - (b) Payroll Taxes: Payroll taxes consist of the following: Unemployment Insurance ("SUI"), Federal Unemployment Insurance (FUI"), payments pursuant to the Federal Insurance Contributions Act ("FICA"), Metropolitan Commuter Mobility Tax, and Medicare taxes.
- (2) <u>Percentage for Overhead and Profit</u>: The Contractor shall be entitled to a percentage for overhead and profit on the cost of labor, including the premium portion of overtime pay; however, the Contractor shall not be entitled to a percentage for overhead and profit on Payroll Taxes.
- (3) Overtime: If the Engineer directs the performance of work during other than normal working hours (i.e., overtime, weekends and/or holidays), the cost of labor shall include a premium for such work, as set forth in the Comptroller's Prevailing Wage Schedules.
- (4) <u>Holidays</u>: Holiday pay for persons at sites included in this contract, who are eligible to receive holiday pay (under the applicable Prevailing Wage Schedules) will be paid as follows: the City will pay a portion of the holiday pay equal to the total number of non-overtime hours worked during the holiday week divided by the total number of non-overtime hours contained within that holiday week, excluding the holiday work hours; and, the remaining portion of the holiday pay shall be made by the Contractor as part of the Contractor's overhead cost. For purposes of payment only, the workweek will be considered to end on Sunday at 12:00 midnight and to begin on the Monday thereafter.
- (5) <u>Workers' Compensation Insurance</u>: The Contractor shall not be entitled to payment for workers' compensation insurance. The cost of workers' compensation insurance shall be deemed included in the percent markup for overhead and profit.
- (E) OVERALL JOB SUPERINTENDENT

(1) <u>General</u>: The Contractor shall be entitled to payment for only one "overall job superintendent", even if work hereunder is being performed at multiple job sites, except as otherwise provided below. Payment shall be based upon the number of actual hours such superintendent spends performing work hereunder at the site(s). If the superintendent works less than a full day, the number of hours for the purpose of computing payment shall be in accordance with the prevailing practice.

- (2) Method of Payment: If the superintendent employed by the Contractor falls within a classification of worker covered by the Prevailing Wage Schedules, payment for work performed by such superintendent shall be in accordance with the above section entitled "Labor". If the superintendent employed by the Contractor does not fall within a classification of worker covered by the Prevailing Wage Schedules, payment for work performed by such superintendent shall be in accordance with paragraphs (3) through (6) below.
- (3) Elements of Cost: The cost of the superintendent shall be comprised of the items set forth below:
  - (a) Direct Salary Rate per Hour: The direct salary rate per hour for the superintendent shall be the LESSER of the following: the actual direct salary rate per hour, paid by the Contractor to the superintendent, as described below, or the reasonable direct salary rate per hour, determined by the Engineer, based upon standard practice in the industry.
  - (b) Payroll Taxes: Payroll taxes consist of the following: Unemployment Insurance ("SUI"), Federal Unemployment Insurance (FUI"), payments pursuant to the Federal Insurance Contributions Act ("FICA"), and Medicare taxes.
- (4) <u>Actual Annual Direct Salary</u>: A superintendent's actual annual direct salary shall be the amount directly payable to such employee on an annual basis. Such amount shall **NOT INCLUDE** any amount for the costs or payments set forth below. To determine the hourly rate for payment purposes, the superintendent's actual annual direct salary, as defined herein, shall be divided by 2080.
  - (a) all payments for services performed during overtime hours.
  - (b) all employer payments mandated by law, including without limitation, social security and Medicare taxes, insurance (Worker's Compensation, Employers Liability, Unemployment).
  - (c) all employer contributions, if any, to retirement plans, including without limitation pension and/or deferred compensation plans.
  - (d) all costs for any and all other fringe and/or supplemental benefits.
- (5) <u>Percentage for Overhead and Profit</u>: The Contractor shall be entitled to a percentage for overhead and profit on the cost of the superintendent, including the premium portion of overtime pay; however, the Contractor shall not be entitled to a percentage for overhead and profit on Payroll Taxes. The percent for overhead and profit shall be deemed to include the items set forth below with respect to the superintendent.
  - (a) cost of transportation and communication.
  - (b) employer contributions, if any, to retirement plans, including without limitation pension and/or deferred compensation plans.
  - (c) all payments for compensated absence time, including without limitation vacation time, sick time, personal time and holidays.
  - (d) costs for any and all other fringe and/or supplemental benefits.
  - (e) cost of workers' compensation insurance.
- (6) Overtime: If the Engineer directs the performance of work during other than normal working hours (i.e., overtime, weekends and/or holidays), the cost of the superintendent shall include a premium for such work, as set forth below.
  - (a) Amount of Premium: For services performed during other than normal working hours, the superintendent's Direct Salary Rate per hour shall be increased by the LESSER of the following: the actual increase per hour paid by the Contractor to the superintendent, or the

reasonable increase per hour, determined by the Engineer, based upon standard practice in the industry.

- (b) Limitation on Premium: The Contractor shall NOT be entitled to an increase in the superintendent's Direct Salary Rate per hour for services performed during other than normal working hours, unless the following two conditions are met: (1) the Contractor has a company wide policy in effect that is consistently applied to all clients and that provides for payment at increased rates to designated classes of employees for services performed during overtime hours, and (2) the total amount of such increase is actually paid in full by the Contractor to the superintendent.
- (7) <u>Additional Superintendents</u>: The Engineer, in the Engineer's discretion, may authorize additional superintendents hereunder when, in the Engineer's opinion, conditions so require. Such conditions may include the number of work sites, complexity of work locations, number of shifts, etc. Payment for such additional superintendents shall be at the rate described above.
- (8) <u>Organizational Chart</u>: Before commencing work hereunder, the Contractor shall submit to the Engineer an organization chart showing the names of all personnel, including superintendents. Throughout the term of the contract, the Contractor must submit any changes in such organizational chart to the Engineer for approval. For each superintendent, the Contractor shall submit such employee's actual annual direct salary, as defined above, as well as a copy of its payroll register for the past six months reflecting amounts actually paid by the Contractor to the superintendent.
- (9) <u>Principals</u>: No payment will be allowed for the time of any principal of the Contractor, except as provided for herein. The time of any principal shall be deemed included in the percent for overhead and profit. However, if a principal acts at the site as an overall job superintendent, the Contractor shall be entitled to payment for such services at the rate and in accordance with the provisions regarding superintendents set forth above.

#### (F) SUBCONTRACTING

- (1) The amount of subcontracting permitted on this contract is limited to the percent specified in Schedule "A", unless otherwise authorized in writing. All subcontractors must be approved in advance in accordance with **Article 17** of the Standard Construction Contract.
- (2) <u>Specialized Services</u>: Where subcontracting of highly specialized services, which may not practicably be obtained within the necessary time frame on a time and material basis, is required, this **Paragraph (F)(2)** applies. Whether particular services to be subcontracted are "specialized services" within the meaning of this **Paragraph (F)(2)** is to be determined by the Engineer.
  - (a) When the scope of the specialized services can be specifically defined, the Contractor shall obtain quotations on a lump sum or unit price basis, where possible, from at least three (3) prospective subcontractors approved by the Engineer. Where the scope of such specialized services cannot be specifically defined, then such bids shall be received in the form of a percentage to cover the subcontractor's overhead costs and profits, which will be applied to the actual and reasonable cost to the subcontractor (to be paid on a time and materials basis, as otherwise applicable under this contract). All such bids must be reviewed by the Engineer, and the low bid approved before acceptance by the Contractor.
  - (b) The Contractor will be paid only the bid amount approved by the Engineer for such subcontracted specialized services as stipulated above, plus an allowance of five percent (5%) to cover the Contractor's overhead costs and profits. The percent bid by the Contractor for overhead and profit shall have no application to subcontracted work. The five percent (5%) allowance for overhead costs and profits includes any insurance premiums payable by the Contractor for the subcontracted work, if required.
  - (c) For payment purposes only, all services (such as photography, plumbing, Port-o-San, container service, material testing, etc.) employed by the Contractor will be treated as

subcontracted specialized services. The Contractor will be paid the cost of such services plus five percent (5%) overhead costs (including insurance premiums) and profit as in subcontracted specialized services under this **Paragraph** (F)(2).

- (3) Regular Services: Any subcontractor not providing specialized services as set forth in Paragraph (2), above, shall be paid for on a time and materials basis, as otherwise set forth in this Section DSW-13, without any additional allowance to the Contractor. By way of example, a trucking subcontractor would be paid for by combining the method of payment for the use of the subcontractor's truck(s) under Paragraph (C), above, plus the method of payment for the labor of the subcontractor's driver(s) under Paragraph (D), above, plus the percentage bid by the Contractor for the Contractor's overhead and profit.
- (G) MATERIAL Sheeting and shoring materials are to be reused to the greatest extent possible.

The lumber for sheeting and shoring shall be paid for, at each site, on the basis of forty percent (40%) of the purchase price of the total lumber required at the site. No other payment shall be made for other costs associated with the acquisition, usage and disposal of such lumber.

If materials are certified as having been used at each work site by the Engineer and/or the Engineer's representative, and are submitted for payment without invoice, they may be paid based on identical or similar invoices from the Contractor's stock supply purchases.

Steel plates will be paid at a rental rate of twenty-five (25) cents per day per square foot. However, at any given work location, the total rental value of the plates will be limited to the purchase price of the steel plates plus the appropriate overhead costs and profits.

If, in cases of no urgency, the Contractor is ordered to purchase material, including but not limited to valves and other appurtenances, necessary to perform the work under this contract, the Contractor shall submit to the Engineer quotation of prices from at least three (3) approved manufacturers of the required item(s) for review and selection. The selection will be made by the Engineer on the basis of the best value to the City.

(H) EXCLUSIONS - Payment under this contract is limited to the actual and reasonable cost of the construction equipment, including fuel for such equipment as set forth in **Paragraph (C)** above, and material and personnel used at the site of the work. All other costs borne by the Contractor will be deemed part of the overhead costs and profits, proposed on the contract.

Excluded from separate and individual payment shall be the following items that are deemed part of the overhead costs and profits portion of this contract.

- (1) Direct payment for labor, equipment, and material for repairs to equipment shall be considered as having been included in the overhead costs and profits for this contract.
- (2) All costs associated with the use of the Contractor's yard, and expenses for yard equipment, material, and labor, except for labor as specifically approved by the Engineer in order to expedite off-hours site work; or, if use of such off-site labor and equipment shall expedite work during business hours to such an extent that an overall saving to the City would be realized.
- (3) All costs associated with travel time of labor, equipment or material prior to the commencement of each day's work, or after the completion of the day's work at each site. Timekeeping for payment purposes, shall begin at either the agreed upon shift commencement time, or the time the crew and equipment arrive at the site, whichever is later.
- (4) All purchases or rental costs of small electrical, motorized or hand tools normally used in construction work. Chain saws, circular saws and other bigger motorized equipment are payable.

(5) All uniforms, foul weather or protective gear or equipment worn or used by Contractor's crew in prosecuting their work.

- (6) Wear, repair or replacement costs of parts on all equipment used in the work such as, but not limited to tires, windows, mechanical parts, maintenance (preventive or otherwise) work, etc. Sharpening costs of chain or circular saw blades shall also be excluded. Payment shall be made for invoiced purchase of such saw blades used, up to a maximum of one chain and one circular saw blade per two weeks (or major part thereof) at each site, and a minimum of one of each blade per site.
- (7) All unreceipted dumping costs.
- (8) All toll costs such as Highways, Bridges, Tunnels, Etc.
- (9) Pipes broken during transport or during handling at job site, including associated costs for removal from the job site.
- (10)Payment for labor over and above basic salary and benefits such as bonus, travel expenses, petty cash, vehicles for commuting and all other compensation for all employees.

#### **DSW-14 INSURANCE**

At the time of signing of this contract the Contractor shall furnish to the City full Performance and Payment Securities in the value as specified in Schedule "A" for the duration of this contract.

Cost of all required insurance (i.e., worker's compensation, comprehensive general liability, etc.) and required bonds (as specified in the contract documents and in Schedule "A") shall be included in overhead. Costs for payroll taxes (i.e., FICA, State and Federal Unemployment, etc.) shall be reimbursed.

#### **DSW-15 RESTORATION**

Permanent restoration shall be placed at each site as directed by the Engineer, but not later than eight (8) weeks following completion of the backfilling, compaction and temporary paving of the excavation. The Contractor shall not reduce the number of active reconstruction crews, when there is a reconstruction backlog, to form a paving crew.

The Contractor shall immediately notify the Engineer when, in the Contractor's estimate, the costs of outstanding permanent pavement and sidewalk restoration for work under this contract equal the unutilized and uncommitted portion of the funds of this contract.

#### **DSW-16 TREES TO BE REMOVED AND REPLACED**

During the work of reconstructing, repairing and replacing of broken water mains in sidewalk or mall areas, the Contractor, when ordered in writing by the Engineer and approved by the Parks Department, shall remove trees along the line of the work.

Where trees along the line of the work are removed, as directed, the Contractor shall replace such trees with new trees in accordance with the requirements **Subsection 1.06.5** - **Tree Preservation, Protection, Removal And Replacement**.

#### **DSW-17 GUARANTEED MINIMUM**

In the event the Contractor is not issued any Task Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of two thousand dollars (\$2,000.00). The Contractor further agrees that under such circumstances, the Contractor has no action for damages or for loss of profits against the City.

#### D. SPECIAL PROVISIONS

The following shall become a part of and apply to the contract:

#### (1) TRANSPORTATION FOR THE ENGINEER:

- (A) <u>General Requirements</u> The Contractor shall be required to furnish two (2) vehicles to be used by New York City Department of Environmental Protection (DEP) personnel as assigned by the Bureau Director of the Department, during the life of the contract.
- (B) <u>Vehicle Specification</u> The contracted vehicle(s) shall be a hybrid powered SUV and shall not be over two (2) years in age and have under 30,000 miles or approved equal as determined by DEP's Director of Fleet Services; and shall be equipped with a standard equipment package, and meet the following minimum specification:

(1) Engine:

Manufacturer's Standard 4 or 6-Cylinder

(2) Transmission:

Automatic

(3) Drive:

Manufacturer's Standard Front Wheel

(4) Steering:

Power

(5) Air Conditioning:

Factory Installed

(6) Body:

4-Doors

(7) Color:

Manufacturer's Standard White

(8) Mirror:

Left and Right AM/FM

(9) Radio:(10)Electric Rear Window Defogger:

Factory Installed

(11)Brakes:

Anti-Lock

(12)Air Bag:

Both Driver and Passenger Side Factory Installed

(13)Power Windows and Locks: (14)Two (2) sets of keys:

Required

(15)Fire Extinguisher:

Required

(16)First Aid Kit:

Required

- (C) <u>Inspection And Delivery</u> Within ten (10) business days of receipt of notice of award for the contract services, the Contractor shall provide information on the proposed vehicle(s) to DEP Fleet Services. Fleet Services will determine if the vehicle(s) meet the minimum requirements of the specification requirements. After written approval from Fleet Services is received, the Contractor shall make arrangements with Fleet Services for delivery to Fleet Services. The Contractor shall provide all required documents to accomplish registration in the City of New
  - York's name will be determined by the Contractor's vehicle(s) procurement scenario.

York's name. The documents required for submission to register the vehicle(s) in the City of New

Scenario 1: For NEW vehicle(s) procured in New York State. The Contractor shall provide the following original documents:

- (1) Proof Of Corporation
- (2) MV50 Signed
- (3) Certificate Of Origin
- (4) MV82 Signed (Box 3 authorizing The City to register the vehicle)

Scenario 2: For USED vehicle(s). The Contractor shall provide the following original documents):

- (1) Proof Of Corporation
- (2) Certificate Of Title
- (3) MV82 Signed (Box 3 authorizing The City to register the vehicle)
- (D) Other Requirements And Provisions The Contractor shall provide fuel, oil, proper maintenance, tires and replacement parts, to keep the vehicle(s) in a safe operating condition, and shall undertake all repairs, including repairs arising from vandalism, accidents, or other damages. A

Gas Company Card shall be furnished with each vehicle for fueling purposes. In the event that any vehicle requires maintenance or repairs which cannot be completed the same day, a comparable replacement vehicle shall be provided for use while the vehicle is out of service. If the vehicle is lost or stolen, the Contractor shall replace the vehicle within five (5) business days with a comparable approved vehicle.

The vehicle(s) shall be provided for the entire duration of this contract, and shall be returned to the Contractor within thirty (30) days after final acceptance of work or twelve (12) months after substantial completion, whichever comes first. For the purpose of this contract, substantial completion shall be when all contract work, with the exception of Punch List Work, is completed. Contractor vehicle(s) provided pursuant to this contract shall remain the property of the Contractor throughout the contract period. The vehicle(s) shall be registered in the City's name. If leased vehicles are provided, the Contractor shall obtain from the leasing company the necessary documents allowing the vehicle to be registered as an official City of New York vehicle. The Contractor shall provide insurance for vehicle as set forth in Schedule "A".

The vehicle(s) service repair facility shall be industry licensed and bonded.

All required transmittals to Fleet Services shall be made as follows:

NYC Department of Environmental Protection
Division of Fleet Services
59-17 Junction Boulevard, 20<sup>th</sup> Floor
Flushing, New York 11373
Telephone No.: (718) 595-4915
Fax No.: (718) 595-3022

Email: MPETRUCCELLI@DEP.NYC.GOV

When the vehicle is no longer required under this contract, it shall be de-registered by the City and immediately returned to the Contractor.

(2) <u>PAYMENT</u>: The cost for all labor, materials and insurance required and necessary to comply with the foregoing Special Provisions and to do all work incidental thereto, all in accordance with specifications and as directed by the Engineer, shall be deemed included in the Contractor's overhead.

END OF ADDENDUM NO. 2
This Addendum consists of thirty (30) pages.

#### ATTACH TO CONTRACT DOCUMENTS

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

**PROJECT ID: GE354** 

## FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

**Together With All Work Incidental Thereto** 

**ALL BOROUGHS** 

ADDENDUM NO. 3

DATED: January 10, 2014

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

## NOTICE TO ALL BIDDERS GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison, National Grid (formerly Keyspan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed due to work funded by the New York Municipal Water Finance Authority. The support and protection of gas facilities necessitated by the Water and/or Sewer work have been deemed eligible for such cost sharing on this project. Therefore, specifications for support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed under this contract. During the performance of sewer and/or water work the Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

In addition the Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow company(ies) to complete any unfinished gas work.

#### PROJECT ID.: GE354

### GENERAL PROVISIONS GAS COST SHARING

#### (1) GENERAL REQUIREMENTS

The Contractor is hereby advised that this contract include work to be performed by the Contractor, as specified, in order to support, protect, avoid disturbing and/or accommodate gas facilities during reconstruction and replacement of certain broken water mains of the City owned Water Supply Distribution System and/or other related work, in all Boroughs of the City of New York, such as restoration of disturbed pavement, on an emergency basis as directed by the Engineer.

#### (2) PAYMENT FOR GAS COST SHARING WORK

All costs for gas facilities work shall be accounted for separately and paid solely by the City as specified in the contract under **Addendum No. 2, Section DSW-13 - PAYMENT.** 

#### (3) WATER MAIN ACCOMMODATION WORK

The Contractor shall be required, when warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, furnishing, delivering and laying of offset fittings and pipes necessary in order to complete water main installation and, avoid gas interference's in the project area, including street intersections. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications. Also, such work shall be at no additional cost to City but, shall be a matter of adjustment between gas facility operator and City contractor. Private facilities other than gas, that becomes in interference with the above re-aligned water mains shall be accommodated, if so directed by Borough or Resident Engineer, at no additional cost to City and, provided that their owner agrees to be responsible for all additional costs to City contractor. Otherwise, such facilities shall be ordered by the City to be maintained, shifted, relocated or replaced by their owners at its own expenses.

#### (4) EXCAVATION

All excavation in the vicinity of gas facilities shall be as required by New York Industrial Code Rule 53 (12NYCRR53). The gas company(ies) will mark out its facilities within this project limits and provide Construction Inspector(s) during all excavation work. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating beneath these facilities shall adequately support all gas facilities. Timber supports shall be installed and the gas facilities shall be supported with cable slings (installed in a manner as not to damage the gas pipe). Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by the Contractor's operations.

#### (5) MINIMUM CLEARANCE

The Contractor, where practical, must maintain a minimum of twelve (12) inches clearance between gas facilities and all City water mains, sewers or related structures to be installed in the contract. When this clearance is not possible to maintain, a minimum of four (4) inches clearance shall be maintained. With less than twelve (12) inches clearance a neoprene /polyethylene shield (to be provided by Gas Company) shall be installed as part of all work item specifications. If such minimum clearance cannot be achieved, as determined by the Resident Engineer, the City shall direct the facility operator to remove, shift, or alter the gas facility(ies) pursuant to the Cost Sharing Agreement and New York City Administrative Code.

#### (6) WORK BY FACILITY OPERATOR

The facility operator may find it necessary to perform remedial or emergency work on gas facilities property with their own resources and materials once the Contractor exposes the facilities and their actual conditions are observable by the facility operator. If such work is deemed required and performed by the

facility operator at any time during the course of construction, the Contractor may request payment for the reasonable labor, material and equipment costs expended by him, due to such gas work, if any. The Engineer shall consider each such request and approve where justified.

#### (7) MATERIALS FURNISHED BY FACILITY OPERATOR

It shall be the Contractor's responsibility to inspect material to be installed immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

#### (8) LIABILITY AND INSURANCE

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

#### (9) BACKFILLING AND STREET RESTORATION

Backfilling operations and street restoration shall be in accordance with contract requirements.

#### (10) COORDINATION OF WORK

The Contractor's schedule of operations shall be coordinated with the gas companies. Every effort shall be made to maintain gas service with minimum of inconvenience to the public.

#### (11) MAINTENANCE OF TRAFFIC FOR GAS WORK

All gas facilities located within the work area shall be covered by the prescribed OCMC maintenance of traffic stipulations.

#### (12) COORDINATION WITH GAS COMPANY

Any questions or clarifications concerning the gas facilities work that cannot be satisfactorily answered by field personnel shall be directed to the appropriate individual named below:

Mr. Arthur Corvese, Construction Manager Consolidated Edison Company of New York 118-29 Queens Boulevard Forest Hills, NY 11375 Cell No. 917-337-5971 (Bronx, Manhattan and Queens)

Mr. Gerard Lundquist, Director of Gas Construction National Grid 287 Maspeth Avenue Brooklyn, N.Y. 11211 718-963-5506 (Brooklyn, Queens and Staten Island)

END OF ADDENDUM NO.3
This Addendum consists of four (4) pages



## INFRASTRUCTURE DIVISION BUREAU OF DESIGN

### **VOLUME 3 OF 3**

PROJECT ID: GE354

FOR THE RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS - CITYWIDE

	Contractor
Dated	