



**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](http://www.nyc.gov/buildnyc)

**LAW**

**VOLUME 1 OF 3  
BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

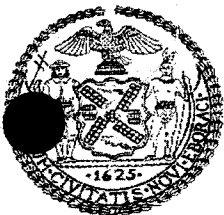
**PROJECT ID: SETVDDC13**

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL  
RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY  
SEWER SYSTEM ON AN AS NEEDED BASIS**

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

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

**October 9, 2013**



**4-036**



**Bid Tab**

**Description**                    **CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED BASIS - CITYWIDE**

**Bid Date**                    **11/22/2013**                    **FMS ID**                    **SETVDDC13**

**Estimated Cost**            **\$1,500,000.00**                **DEP Supervised**        **No**

**Bid Security**                **2% of Total Bid Price**            **PLA**                        **No**

**Time Allowed**                **720 CCD**                    **Contract Manager**      **Vicky Ayo-Vaughan**

**Addendum**                    **1**                                **Project Manager**        **Awad, Nagi**

**PIN**                                **8502013SE0027C**            **E-PIN**                        **85014B0048**

**Selective Bidding**            Yes No                    **Consultant**                **In-House**

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<b>Bid Rank</b>	<b>Vendor</b>	<b>Bid Amount</b>	<b>Security Type</b>
<b>1</b>	<b>NATIONAL WATER MAIN CLEANING COMPANY</b>	<b>\$1,262,580.00</b>	<b>Bond</b>
<b>2</b>	<b>AARCO ENVIRONMENTAL SERVS CORP</b>	<b>\$1,292,750.00</b>	<b>Bond</b>
<b>3</b>	<b>TULLY ENVIRONMENTAL, INC.</b>	<b>\$1,347,207.73</b>	<b>Bond</b>

**Recorder:** Phyllis Lopez – ext. 1283

**Approver:** 

**Bid Tab**  
**Pin: 8502013SE0027C**







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

RAMON RODRIGUEZ  
Agency Chief  
Contracting Officer

February 28, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST  
NATIONAL WATER MAIN CLEANING COMPANY  
875 Summer Ave  
Newark, NJ 07104-3684

RE: FMS ID: SETVDDC13  
E-PIN: 85014B0048001  
DDC PIN: 8502013SE0027C  
CLEANING, TELEVISION INSPECTION  
AND DIGITAL AUDIO-VISUAL  
RECORDING OF SEWERS AT UNKNOWN  
LOCATIONS IN THE CITY SEWER  
SYSTEM ON AN AS NEEDED BASIS -  
CITYWIDE  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$1,262,580.00 submitted at the bid opening on November 22, 2013. 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.



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,

  
Lorraine Holley  
DACCO

## **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 [www.nyc.gov/nycbusiness](http://www.nyc.gov/nycbusiness) to learn more about the loan or contact [constructionloan@sbs.nyc.gov](mailto:constructionloan@sbs.nyc.gov) / (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: SETVDDC13**

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL  
RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER  
SYSTEM ON AN AS NEEDED BASIS**

**Together With All Work Incidental Thereto**  
**ALL BOROUGHES**

(NO TEXT ON THIS PAGE)

**PROJECT ID: SETVDDC13**

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

**BID BOOKLET**

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

**SPECIAL NOTICE TO BIDDERS**

**BID SUBMISSION REQUIREMENTS**

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

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

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

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

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

**NOTES:**

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2615).
- (3) **VENDEX QUESTIONNAIRES:** The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.

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

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

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

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

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

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

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

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

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

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

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

### Qualification Form

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

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of the Project completed or the Project in progress: \_\_\_\_\_

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

Amount of Contract, Subcontract or Sub-subcontract: \_\_\_\_\_

Start Date and Completion Date: \_\_\_\_\_

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of the Project completed or the Project in progress: \_\_\_\_\_

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

Amount of Contract, Subcontract or Sub-subcontract: \_\_\_\_\_

Start Date and Completion Date: \_\_\_\_\_

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

**PROJECT ID: SETVDDC13**

**PIN: 8502013SE0027C**

Description and Location of Work: Cleaning, Television Inspection And Digital Audio-Visual Recording Of Sewers At Unknown Locations In The City Sewer System On An As Needed Basis; Together With All Work Incidental Thereto, All Boroughs

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

Submission of Bids To: 30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on NOVEMBER 22, 2013

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

Time and Date: 11:00 A.M. on NOVEMBER 22, 2013

Pre-Bid Conference: Yes \_\_\_\_\_ No X  
If Yes, Mandatory: \_\_\_\_\_ Optional: \_\_\_\_\_  
Time and Date: \_\_\_\_\_  
Location: \_\_\_\_\_

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

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

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

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

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 53.11DR) shall comply with the requirements of the New York City Department of Design and Construction (NYCDDC) Standard Sewer Specifications dated August 1, 2009.

Items listed in this Bid Schedule beginning with the prefix "DSS" are to be done in accordance with the requirements of the Detailed Specifications, herein Volume 3 of 3.

(NO TEXT ON THIS PAGE)



**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: SETVDDC13**

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS  
AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED BASIS**

**Together With All Work Incidental Thereto  
ALL BOROUGHES**

Name of Bidder: National Water Main Cleaning Co.

Date of Bid Opening: 11/22/13

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

Place of Business of Bidder: 875 Summer Ave. Newark, NJ 07104

Bidder's Telephone Number: 800-242-7257 Fax Number: 973-483-5065

Bidder's E-Mail Address: bidreg@nwmcc.com

Residence of Bidder (If Individual): N.A.

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

~~Names of Partners~~

~~Residence of Partners~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

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

Organized under the laws of the State of New Jersey

Name and Home Address of President: Salvatore F. Perri

5 Hickory Rd. Short Hills, NJ

Name and Home Address of Secretary: Raymond Lindley

14 Second St Budd Lake, NJ

Name and Home Address of Treasurer: " " "

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

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

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

**AFFIRMATION**

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

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

Full Name of Bidder: National Water Main Cleaning Co.  
Address: James O. Lounsbey  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

22-1753261

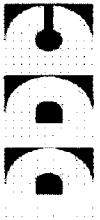
By: James O. Lounsbey  
Signature James O. Lounsbey  
Title: Executive Vice President

If a corporation, place seal here

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

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

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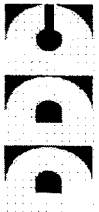
Contract PIN 8502013SE0027C  
Project ID SETVDDC13

10/07/2013  
3:46PM  
Ver 5.00.01

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

BID SCHEDULE

- NOTE:
- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
  - (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
  - (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
  - (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
  - (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B-3 through B-5



10/07/2013  
3:46PM  
BID PAGES

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

Contract PIN 8502013SE0027C  
Project ID SETVDDC13

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
53.11DR (001)	175,000.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 4.40		\$ 770,000.	00
DSS011 (002)	80.0 EACH	MOBILIZATION AND DEMOBILIZATION	\$ 1.00		\$ 80.	00
DSS014A1 (003)	140,000.0 L.F.	CLEANING OF SEWER (LESS THAN 24" DIAMETER)	\$ 1.95		\$ 273,000.	00
DSS014A2 (004)	35,000.0 L.F.	CLEANING OF SEWER (24" TO 48" DIAMETER)	\$ 5.00		\$ 175,000.	00



10/07/2013  
3:46PM  
BID PAGES

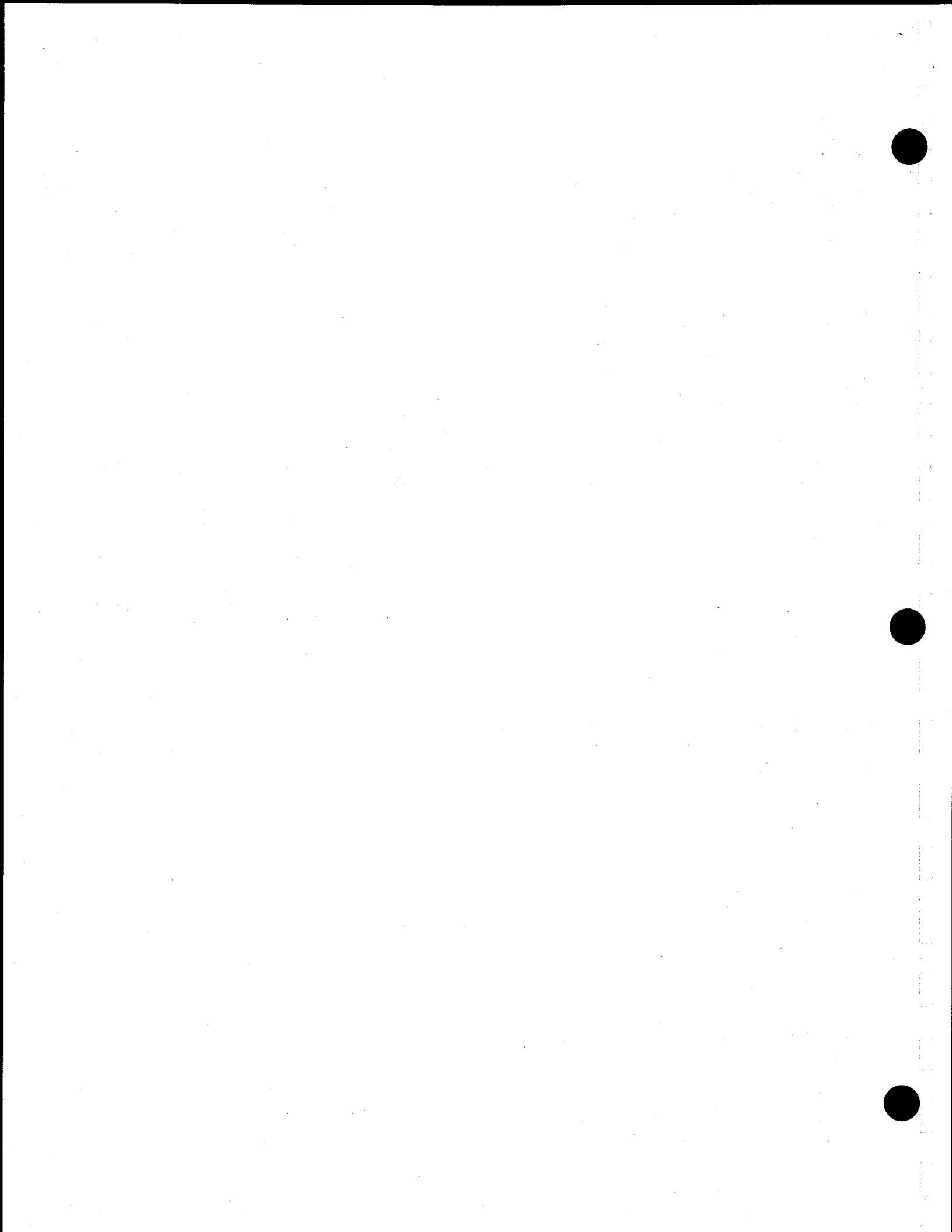
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013SE0027C  
Project ID SETVDDC13

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
DSS014B (005)	45.0 EACH	CLEANING OF MANHOLE	\$ 100. <sup>00</sup>		\$ 4,500. <sup>00</sup>
DSS014C (006)	1.0 F.S.	ALLOWANCE FOR EXTRA WORK ON ARTERIAL HIGHWAYS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 40,000.00	\$ 40,000.00		\$ 40,000.00
			TOTAL BID PRICE:		\$ 1,262,580. <sup>00</sup>

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

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





**BID FORM**

**PROJECT ID: SETVDDC13**

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

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

\$ 1,262,580.00

11/22/13  
P. 8.

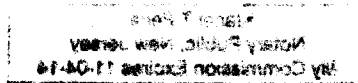
**BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder: National Water Main Cleaning Co.

By: James O. Lounsbery **James O. Lounsbery**  
(Signature of Partner or corporate officer) **Executive Vice Pre**

Attest: Raymond Lindsley **Secretary of Corporate Bidder**  
(Corporate Seal) **Secretary/Treasurer**

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



**BID FORM (TO BE NOTARIZED)**

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ being duly sworn says:  
I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW <sup>JERSEY</sup> YORK, COUNTY OF ESSEX ss:

\_\_\_\_\_ being duly sworn says:  
I am the Executive Vice President James O. Lounsbury of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 231 Highland Ave. Middletown NY  
I have knowledge of the several matters therein stated, and they are in all respects true.

James O. Lounsbury  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this  
22nd day of November, 2013

\_\_\_\_\_  
Notary Public

**Janet Y Pena**  
Notary Public, New Jersey  
My Commission Expires 11-04-14

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, National Water Main Cleaning Co.  
875 Summer Avenue, Newark, NJ 07104

hereinafter referred to as the "Principal", and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

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 the Total Amount Bid

(\$ 10%), 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 Cleaning, Television

Inspection & Digital Audio-Visual Recording of Sewers at Unknown Locations in the City

Sewer System on an As Needed Basis

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.



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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 22nd day of November, 2013.

(Seal)

National Water Main Cleaning Co. (L.S.)

Principal

By: James O. Lounsbury

National Water Main Cleaning Co.  
James O. Lounsbury Executive Vice President

(Seal)

Travelers Casualty and Surety Company of America

Surety

By: Oscar F. Rincon

Oscar F. Rincon, Attorney-in-Fact



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2013

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 73,801,790	UNEARNED PREMIUMS	\$ 783,168,755
BONDS	3,656,149,712	LOSSES	840,116,078
INVESTMENT INCOME DUE AND ACCRUED	49,212,212	LOSS ADJUSTMENT EXPENSES	533,100,921
OTHER INVESTED ASSETS	270,012,328	COMMISSIONS	20,392,790
PREMIUM BALANCES	222,863,966	TAXES, LICENSES AND FEES	13,766,466
NET DEFERRED TAX ASSET	62,625,330	OTHER EXPENSES	23,635,903
REINSURANCE RECOVERABLE	8,556,480	FUNDS HELD UNDER REINSURANCE TREATIES	94,428,218
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	2,859,442	CURRENT FEDERAL AND FOREIGN INCOME TAXES	26,520,048
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	48,995,467	REMITTANCES AND ITEMS NOT ALLOCATED	16,953,354
DERIVATIVES	629,474	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	32,952,885
OTHER ASSETS	529,004	RETROACTIVE REINSURANCE RESERVE ASSUMED	3,215,131
		POLICYHOLDER DIVIDENDS	7,071,676
		PROVISION FOR REINSURANCE	5,314,325
		ADVANCE PREMIUM	636,242
		PAYABLE FOR SECURITIES LENDING	2,859,442
		PAYABLE FOR SECURITIES	5,888,369
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(33,835,598)
		ESCHEAT LIABILITY	523,371
		OTHER ACCRUED EXPENSES AND LIABILITIES	373,980
		TOTAL LIABILITIES	\$ 2,377,082,356
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,578,869,089
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,019,152,849
TOTAL ASSETS	\$ 4,396,235,205	TOTAL LIABILITIES & SURPLUS	\$ 4,396,235,205

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

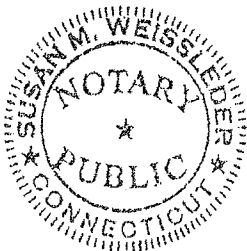
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2013.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 20TH DAY OF AUGUST, 2013

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017









POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227006

Certificate No. 005595050

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, and Mary Jo Campbell

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of November, 2013.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS  
COUNTY OF KENDALL

I, Gina M. Damato Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

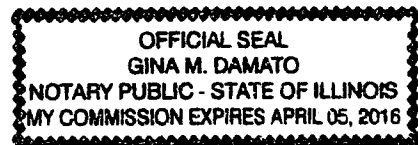
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 22nd day of November A.D. 20 13.

  
Notary Public





**TRAVELERS**   
Insurance. In-Synch.<sup>SM</sup>

Oscar F. Rincon  
Sr. Account Manager/Construction Services  
215 Shuman Blvd., Naperville, IL 60563-8458  
Telephone: (630) 961-7005

November 18, 2013

The City of New York  
30-30 Thomson Avenue  
Long Island City, NY 1101

RE: National Water Main Cleaning Co.  
875 Summer Avenue  
Newark, NJ 07104

DATE OF BID LETTING: November 22, 2013

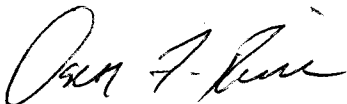
FOR: Cleaning, Television Inspection & Digital Audio-Visual  
Recording of Sewers at Unknown Locations in the City Sewer  
System on an As Needed Basis

To whom it may concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL WATER  
MAIN CLEANING CO. is awarded the contract for the above captioned job, we will furnish the required  
Performance and Payment bond.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



Oscar F. Rincon  
Attorney-In-Fact







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227006

Certificate No. 005595048

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, and Mary Jo Campbell

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of November, 20 13.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS  
COUNTY OF KENDALL

I, Gina M. Damato Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

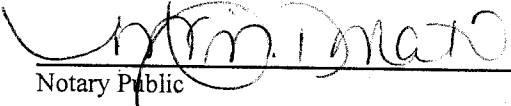
TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

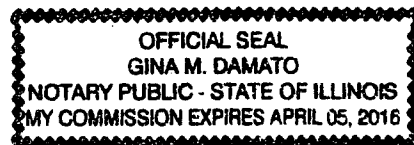
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY AND SURETY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 18th day of November A.D. 20 13.

  
Notary Public





BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Essex ss:  
On this 22nd day of November, 2013, before me personally came  
James O. Lounsbery to me known, who, being by me duly sworn, did depose and say  
that he resides at 231 Highland Ave. Middletown  
that he is the \_\_\_\_\_ 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.

**Janet T Pena**  
Notary Public, New Jersey  
My Commission Expires 11-04-14

Janet Pena  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

\_\_\_\_\_  
Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES





## M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

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

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

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

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

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

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

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

**ARTICLE I. M/WBE PROGRAM**

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

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

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

**PART A**

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

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

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

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

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

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

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

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

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

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

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto: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](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

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

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

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

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

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

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

- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

#### **PART B: MISCELLANEOUS**

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

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

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

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

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

## **ARTICLE II. ENFORCEMENT**

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

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

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

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

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

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

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

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



Tax ID #: \_\_\_\_\_

APT E-  
PIN #: 85014B0048

**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 # 85014B0048 FMS Project ID#: SETVDDC13

Project Title/ Agency PIN # CLEANING, TV INSPECTION & AUDIO-VISUAL RECORDING OF SEWERS/8502013SE0027C

Bid/Proposal Response Date NOVEMBER 22, 2013

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101

Contact Person Diana A. Benjamin Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-3470 Email BenjamiDi@ddc.nyc.gov

**Project Description** (attach additional pages if necessary)

PROJECT ID: SETVDDC13

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED BASIS**

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
Unspecified	0%
OR	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	UNSPECIFIED*
Women	UNSPECIFIED*
<b>Total Participation Goals</b>	<b>0%</b> <b>Line 1</b>

*\*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.*

**SCHEDULE B - Part II: M/WBE Participation Plan**

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information	
Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.  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.	Total Bid/Proposal Value  \$	Agency Total Participation Goals (Line 1, Page 13)  X	Calculated M/WBE Participation Amount  = \$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.  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.	Total Bid/Proposal Value  \$	Adjusted Participation Goal (From Partial Waiver)  X	Calculated M/WBE Participation Amount  = \$ Line 3

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

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

MBE       WBE

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

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

**Section IV: General Contract Information**

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_

✓ Scopes of Subcontract Work

**Section V: Vendor Certification and Required Affirmations**

*I hereby:*

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and*
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

<b>Signature</b> _____	<b>Date</b> _____
<b>Print Name</b> _____	<b>Title</b> _____

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

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_  
 Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_  
 APT E-PIN # (for this procurement): \_\_\_\_\_ Contracting Agency: \_\_\_\_\_

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

\_\_\_\_\_ % Agency M/WBE Participation Goal

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

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

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

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

**References**

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

<p><b>CONTRACT NO.</b> _____</p> <p>Total Contract Amount \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>AGENCY</b> _____</p> <p>Total Amount Subcontracted \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>DATE COMPLETED</b> _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>
<p><b>CONTRACT NO.</b> _____</p> <p>Total Contract Amount \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>AGENCY</b> _____</p> <p>Total Amount Subcontracted \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>DATE COMPLETED</b> _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>
<p><b>CONTRACT NO.</b> _____</p> <p>Total Contract Amount \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>AGENCY</b> _____</p> <p>Total Amount Subcontracted \$ _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>	<p><b>DATE COMPLETED</b> _____</p> <p>Item of Work Subcontracted and Value of subcontract _____</p>

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

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

<b>TYPE OF Contract</b> _____	<b>ENTITY</b> _____	<b>DATE COMPLETED</b> _____
Manager at entity that hired vendor (Name/Phone No./Email) _____		
<b>Total Contract Amount</b> \$ _____	<b>Total Amount Subcontracted</b> \$ _____	_____
<b>Type of Work Subcontracted</b> _____	_____	_____

<b>TYPE OF Contract</b> _____	<b>AGENCY/ENTITY</b> _____	<b>DATE COMPLETED</b> _____
Manager at agency/entity that hired vendor (Name/Phone No./Email) _____		
<b>Total Contract Amount</b> \$ _____	<b>Total Amount Subcontracted</b> \$ _____	_____
<b>Item of Work Subcontracted and Value of subcontract</b> _____	<b>Item of Work Subcontracted and Value of subcontract</b> _____	<b>Item of Work Subcontracted and Value of subcontract</b> _____

<b>TYPE OF Contract</b> _____	<b>AGENCY/ENTITY</b> _____	<b>DATE COMPLETED</b> _____
Manager at entity that hired vendor (Name/Phone No./Email) _____		
<b>Total Contract Amount</b> \$ _____	<b>Total Amount Subcontracted</b> \$ _____	_____
<b>Item of Work Subcontracted and Value of subcontract</b> _____	<b>Item of Work Subcontracted and Value of subcontract</b> _____	<b>Item of Work Subcontracted and Value of subcontract</b> _____

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Shaded area below is for agency completion only**

**AGENCY CHIEF CONTRACTING OFFICER APPROVAL**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CITY CHIEF PROCUREMENT OFFICER APPROVAL**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Waiver Determination**

Full Waiver Approved   
 Waiver Denied   
 Partial Waiver Approved   
 Revised Participation Goal: \_\_\_\_\_ %

## APPRENTICESHIP PROGRAM REQUIREMENTS

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

\_\_\_\_\_ YES

\_\_\_\_\_  \_\_\_\_\_ NO

### (1) Apprenticeship Program Requirements

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

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

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

### (2) Apprenticeship Program Questionnaire

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







Project ID. \_\_\_\_\_

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

YEAR	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**4. OSHA Information:**

\_\_\_\_\_ Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

\_\_\_\_\_ Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

Project ID. \_\_\_\_\_

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

**5. Safety Performance on Previous DDC Project(s)**

\_\_\_\_\_ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): \_\_\_\_\_

\_\_\_\_\_ Accident on previous DDC Project(s).

\_\_\_\_\_ Fatality or Life-altering Injury on DDC Project(s) within the last three years.  
[Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Owner, Partner, Corporate 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.

**A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

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

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

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

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

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



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

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

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

(NO TEXT ON THIS PAGE)

**OFFICE OF THE MAYOR  
BUREAU OF LABOR SERVICES  
CONTRACT CERTIFICATE**

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

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_  
\_\_\_\_\_

Contracting Agency or Owner: \_\_\_\_\_

Project Number: \_\_\_\_\_

Proposed Contract Amount: \_\_\_\_\_

Description and Address of Proposed Contract: \_\_\_\_\_

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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

(NO TEXT ON THIS PAGE)

# 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, James O. Lounsbery, 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: National Water Main Cleaning Co.

Vendor's Address: 875 Summer Ave. Newark, NJ 07104

Vendor's EIN or TIN: 22-1753261 Requesting Agency: NYCDDC

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: 2/19/13

Signature date on change submission for the submitting vendor: 11/18/13

# 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
1	Salvatore F. Perri	2/11/13	7/17/13
2	James O. Lounsbery	2/11/13	N.A.
3	Joseph Perone	2/11/13	N.A.
4			
5			
6			

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

## Certification *This section is required.*

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

### Certified By:

James O. Lounsbery

Name (Print)

Executive Vice President

Title

National Water Main Cleaning Co.

Name of Submitting Entity

Signature

*James O. Lounsbery*

11/22/13

Date

### Notarized By:

Notary Public

*Janet T. Pena*

Essex, New Jersey

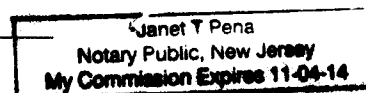
County License Issued

232-1023

License Number

Sworn to before me on: 11/22/13

Date



## 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  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
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**

**(NO TEXT ON THIS PAGE)**

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

- 1. Your contractual relationship in this contract is: Prime contractor\_\_\_ Subcontractor\_\_\_
- 1a. Are M/WBE goals attached to this project? Yes \_\_\_ No \_\_\_
- 2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:  
\_\_\_ Minority Owned Business Enterprise                      \_\_\_ Locally based Business Enterprise  
\_\_\_ Women Owned Business Enterprise                      \_\_\_ Emerging Business Enterprise
- 2a. If you are certified as an **MBE, WBE, or LBE**, what city/state agency are you certified with?  
\_\_\_\_\_ Are you DBE certified? Yes \_\_\_ No \_\_\_
- 3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes \_\_\_ No \_\_\_
- 4. Is this project subject to a project labor agreement? Yes \_\_\_ No \_\_\_

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

- 5. \_\_\_\_\_  
Employer Identification Number or Federal Tax I.D./ \_\_\_\_\_ Email Address
- 6. \_\_\_\_\_  
Company Name
- 7. \_\_\_\_\_  
Company Address and Zip Code
- 8. \_\_\_\_\_  
Chief Operating Officer Telephone Number
- 9. \_\_\_\_\_  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #7, write "same")
- 10. \_\_\_\_\_  
Name of Prime Contractor and Contact Person  
(If same as Item #5, write "same")
- 11. Number of employees in your company: \_\_\_\_\_

12. Contract information:

- (a) \_\_\_\_\_  
Contracting Agency (City Agency)
- (b) \_\_\_\_\_  
Contract Amount
- (d) \_\_\_\_\_  
Procurement Identification Number (PIN)
- (e) \_\_\_\_\_  
Contract Registration Number (CT#)
- (f) \_\_\_\_\_  
Projected Commencement Date
- (g) \_\_\_\_\_  
Projected Completion Date
- (h) Description and location of proposed contract:  
\_\_\_\_\_  
\_\_\_\_\_

13. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.  
\_\_\_\_\_  
\_\_\_\_\_

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

- (c) Were any corrective actions required or agreed to? Yes \_\_\_ No \_\_\_

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

- (d) Were any deficiencies found? Yes \_\_\_ No \_\_\_

If yes, attach a copy of such findings.

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

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

## PART II: DOCUMENTS REQUIRED

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

- (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- (b) Disability, life, other insurance coverage/description
- (c) Employee Policy/Handbook
- (d) Personnel Policy/Manual
- (e) Supervisor's Policy/Manual
- (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- (g) Collective bargaining agreement(s).
- (h) Employment Application(s)
- (i) Employee evaluation policy/form(s).
- (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

- |  |                |
|--|----------------|
| (a) Prior to job offer                     | Yes ___ No ___ |
| (b) After a conditional job offer          | Yes ___ No ___ |
| (c) After a job offer                      | Yes ___ No ___ |
| (d) Within the first three days on the job | Yes ___ No ___ |
| (e) To some applicants                     | Yes ___ No ___ |
| (f) To all applicants                      | Yes ___ No ___ |
| (g) To some employees                      | Yes ___ No ___ |
| (h) To all employees                       | Yes ___ No ___ |

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

\_\_\_\_\_

\_\_\_\_\_

21. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes \_\_\_ No \_\_\_

If yes, is the medical examination given:

- |                                   |                |
|-----------------------------------|----------------|
| (a) Prior to a job offer          | Yes ___ No ___ |
| (b) After a conditional job offer | Yes ___ No ___ |
| (c) After a job offer             | Yes ___ No ___ |
| (d) To all applicants             | Yes ___ No ___ |
| (e) Only to some applicants       | Yes ___ No ___ |

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

\_\_\_\_\_

\_\_\_\_\_

22. Do you have a written equal employment opportunity (EEO) policy? Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

23. Does the company have a current affirmative action plan(s) (AAP)

\_\_\_ Minorities and Women

\_\_\_ Individuals with handicaps

\_\_\_ Other. Please specify \_\_\_\_\_

24. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes \_\_\_ No \_\_\_

If yes, please attach a copy of this policy.

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

25. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes \_\_\_ No \_\_\_

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

26. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes \_\_\_ No \_\_\_

If yes, attach a log. See instructions.

27. Are there any jobs for which there are physical qualifications? Yes \_\_\_ No \_\_\_

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

---

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28. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes \_\_\_ No \_\_\_

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

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**SIGNATURE PAGE**

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

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report Title

\_\_\_\_\_  
Name of official authorized to sign 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 with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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

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

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public Authorized Signature Date







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

---

**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 1 OF 3**

PROJECT ID: SETVDDC13

CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF  
SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED  
BASIS

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

---

*Contractor*

---

Dated \_\_\_\_\_, 20\_\_\_\_

---



**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](http://www.nyc.gov/buildnyc)

**VOLUME 2 OF 3**

**INFORMATION FOR BIDDERS  
CONTRACT  
PERFORMANCE AND PAYMENT BONDS  
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

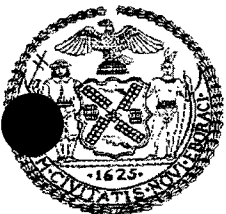
**PROJECT ID: SETVDDC13**

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL  
RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY  
SEWER SYSTEM ON AN AS NEEDED BASIS**

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

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

**October 9, 2013**



**14-036**





**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](http://www.nyc.gov/buildnyc)

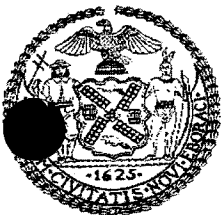
**VOLUME 2 OF 3**

**INFORMATION FOR BIDDERS  
CONTRACT  
PERFORMANCE AND PAYMENT BONDS  
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

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

**October 9, 2013**





## Notice to Bidders:

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

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

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

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

(NO TEXT ON THIS PAGE)



## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

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

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

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

## WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

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

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

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

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

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

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

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

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

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

# NOTICE TO BIDDERS

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

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

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

(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. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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



(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

### 38. Bid Submission Requirements

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS**

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**THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:**

- I. POLICY ON SITE SAFETY.....**
- II. PURPOSE .....**
- III. DEFINITIONS.....**
- IV. RESPONSIBILITIES.....**
- V. SAFETY QUESTIONNAIRE .....**
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN .....**
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW.....**
- VIII. EVALUATION DURING WORK IN PROGRESS.....**
- IX. SAFETY PERFORMANCE EVALUATION.....**

## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

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

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



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.

**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.

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

#### V. SAFETY QUESTIONNAIRE

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

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

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

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

## **VI. SAFETY PROGRAM AND SITE SAFETY PLAN**

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

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

1. **Responsibility and Organization:** Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
2. **Communication:** Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
3. **Job Hazard Assessment:** A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
4. **Accident/Exposure Investigation:** Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
5. **Hazard Correction:** Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards.
6. **Training:** Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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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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**STANDARD CONSTRUCTION CONTRACT**

**SEPTEMBER 2008**

**(NO TEXT ON THIS PAGE)**

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**WITNESSETH:**

The parties in consideration of the mutual agreements contained herein, agree as follows:

**CHAPTER I  
THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

**ARTICLE 2. DEFINITIONS**

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 "**Addendum**" or "**Addenda**" shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 "**Agency**" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

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

2.1.4 "**City**" shall mean the City of New York.

2.1.5 "**City Chief Procurement Officer**" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.

2.1.6 "**Commissioner**" shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.7 "**Comptroller**" shall mean the Comptroller of the City of New York.

2.1.8 "**Contract**" or "**Contract Documents**" shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.9 "**Contract Drawings**" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.10 "**Contract Work**" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.11 "**Contractor**" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/ her successors, personal representatives, executors, administrators and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.12 "**Days**" shall mean calendar days, except where otherwise specified.

2.1.13 "**Engineer**" or "**Architect**" or "**Project Manager**" shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

2.1.14 "**Engineering Audit Officer**" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.15 "**Extra Work**" shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.16 "**Federal-Aid Contract**" shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.17 "**Final Acceptance**" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.18 "**Final Approved Punch List**" shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.19 "**Law**" or "**Laws**" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a Statute of the United States or



of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.20 "**Materialman**" shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.21 "**Means and Methods of Construction**" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.22 "**Other Contractor(s)**" shall mean any Contractor (other than the entity which executed this Contract or its Subcontractors) who has a contract with the City for work on or adjacent to the building or site of the Work.

2.1.23 "**Payroll Taxes**" shall mean State Unemployment Insurance ("SUI"), Federal Unemployment Insurance (FUI) and payments pursuant to the Federal Insurance Contributions Act ("FICA").

2.1.24 "**Project**" shall mean the public improvement to which this Contract relates.

2.1.25 "**Procurement Policy Board**" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.26 "**Required Quantity**" in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.27 "**Resident Engineer**" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.28 "**Site**" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.29 "**Specifications**" shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.30 "**Subcontractor**" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 "**Substantial Completion**" shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

2.1.32 "**Treasurer**" shall mean the Commissioner of the Department of Finance of the City of New York.

2.1.33 "**Work**" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

## CHAPTER II THE WORK AND ITS PERFORMANCE

### ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications and Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

### ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications and Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

- 4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or
- 4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or
- 4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

### ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB Rules**") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB Rules** and a provision of this **Contract**, the **PPB Rules** shall take precedence.

5.3 Noise control code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("**Administrative Code**"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City Noise Control Code** shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise

emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the Department of Environmental Protection.

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code of the City ("Administrative Code") and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et. seq. In accordance with such provisions, the **Contractor**, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each work site, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the New York City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the Department of Environmental Protection in accordance with 15 RCNY §28-101. No Contract work may take place at a worksite unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the Contractor specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a City agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a City agency for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a City agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a City agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

#### 5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of City agencies and Contractors. Any such determination shall expire after six months unless renewed.

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the agency letting this contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at [www.dep.nyc.gov](http://www.dep.nyc.gov) or by contacting the Agency issuing this solicitation.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

#### 5.4.3 Best Available Technology

5.4.3(a) All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the Agency or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty calendar days.

5.4.3(d) The Contractor shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(1) Where the agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(4) Contractors shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the ACCO of the Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the Agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. Contractors shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

#### 5.4.5 Compliance

5.4.5(a) Contractor's compliance with Article 5.4 may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.

5.4.5(b) Any Contractor who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with Article 5.4.

5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

#### 5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the Contractor shall report to the Department the following information:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(4) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million.

5.4.6(b) The Contractor shall submit the information required by Article 5.4.6(a) at the completion of work under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover work performed the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson river as it exists now or may be extended would intersect with the southerly line of West Houston street in the borough of Manhattan extended, thence easterly along the southerly side of West Houston street to the southerly side of Houston street, thence easterly along the southerly side of Houston street to the southerly side of East Houston street, thence northeasterly along the southerly side of East Houston street to the point where it would intersect with the United States pierhead line in the East river as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City of New York known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine horsepower (HP) rating of 50 HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor** and any **Subcontractor** shall comply with chapter 12 of the Administrative Code.

## ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

**ARTICLE 7. PROTECTION OF WORK AND OF PERSONS  
AND PROPERTY; NOTICES AND INDEMNIFICATION**

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The **Contractor's** notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as [the Contractor] as Named Insured." The **Contractor's** notice to the insurance carrier shall contain the following information: the name of the **Contractor**, the number of the **Contract**, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the **Contractor** shall provide copies of such notice to the **Comptroller** and the **Commissioner**. Notice to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party



claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

### CHAPTER III TIME PROVISIONS

#### ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

#### ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the Notice to Proceed with this **Contract**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the City if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to enable the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

#### **ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY**

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay, by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this article.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

## **ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS**

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** shall determine that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this article (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to this **Contractor's** failure to comply with the **Engineer's** direction promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a **Subcontractor** of such **Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any suit based upon such claim and if any judgment or claims (even if the allegations of the suit are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

### ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this article and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **Commissioner** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officers, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **Commissioner** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **Commissioner** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **Commissioner** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the **Commissioner** or the Board.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **Commissioner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Commissioner** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original bid amount;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **Commissioner** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **Commissioner** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **Commissioner** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **Commissioner**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency Contract** file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the Corporation Counsel and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any other **Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.4 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

## ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

## ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the specifications, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by this article. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Commissioner** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

## CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No work may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**, the portion of the **Work** and materials which it is to perform and furnish, the cost of the subcontract, the VENDEX questionnaire if required, and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.4 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is qualified or not qualified. If the proposed **Subcontractor** is not qualified, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted on the **Site** unless approved.

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall



expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.6 Documents given to a **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.7 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.9.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, and as to retained percentages, as are contained in this **Contract**.

17.9.2 **Prevailing Rate of Wages:** The agreement between the **Contractor** and its **Subcontractors** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.9.3 **Section 6-123 of the Administrative Code:** Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et. seq.).

17.10 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally adjusted.

17.11 On **Contracts** where 100% performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.12 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

## ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

## CHAPTER V CONTRACTOR'S SECURITY AND GUARANTY

### ARTICLE 19. SECURITY DEPOSIT

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.2.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.2.2 To indemnify the **City** against any and all claims.

### ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of this Article 20.3.

20.3.2 Nothing in this article shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the **City** by such beneficiary shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand, and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.5 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.6 The **City** will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the **Work** or otherwise sues the **City** prior to receiving a written notice from the **City** that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the **City** of a demand pursuant to this article, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof, and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) days of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic

and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.2 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this article, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this article shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this article shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or his **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this article within the one year limitations period set forth in Section 137(4)(b).

## **ARTICLE 21. RETAINED PERCENTAGE**

21.1 If this **Contract** requires 100% performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

## ARTICLE 22. INSURANCE

22.1 Types of Insurance: From the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), the **Contractor** shall effect and maintain the following types of insurance if and as indicated in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City**.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall include, without limitation, the following types of coverage: Premises Operations, Products and Completed Operations, Contractual Liability (including the tort liability of another assumed in a contract), Broad Form Property Damage, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City**, together with its officials and employees, as an Additional Insured under this policy. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this **Contract** is equal to or greater than Ten Million Dollars (\$10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the **City of New York** as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the **City of New York** will not be considered knowledge on the part of the **City of New York** of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the **City** as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the **City** at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Workers Compensation Insurance and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.5 Builders' Risk Insurance: The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor**, and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.7 Pollution/Environmental Liability Insurance: The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a

result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, suit, or proceedings against the **City** arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as provided to the **Contractor** for this **Project**.

22.1.7(a) If such coverage is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the **Work** under this **Contract** is completed.

#### 22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The **Contractor** shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this **Contract** including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The **Contractor** shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this **Contract** at or in the vicinity of a designated approved port or yard under this **Contract**. The policy shall provide coverage from the point of acceptance of care custody and control of any **City** vessel. The policy shall provide Bailee Coverage for any **City** vessel in the **Contractor's** care, custody and control and coverage for damage to property of others caused by any **City** vessel in the **Contractor's** care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The **Contractor** shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this **Contract** and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The **Contractor** shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the **City** (together with its officials and employees) as Additional Insured for liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The **Contractor** shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

#### 22.2 General Requirements for Insurance Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

### 22.3 Proof of Insurance:

22.3.1 Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) **Days** of award. Accord forms are not acceptable proof of workers' compensation coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) **Days** prior to commencement of the **Work**.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.



## 22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The **Contractor** shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City's** coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are available to it under any other provisions of this **Contract** or **Law**.

## ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this article, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to Law.

## ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guarantee are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers or lessees of the premises.

## CHAPTER VI CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

### ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Laws** and this **Contract**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Department**.

## **ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK**

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on a time and material basis for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is on a time and material basis in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned, necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by PRIMEDIA (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by PRIMEDIA (the "Blue Book"). The reasonable rental value is inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five percent of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty

percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor**, as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Reasonable rental costs of non-**Contractor**-owned necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.7 Workers' compensation insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of workers' compensation insurance shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than workers' compensation insurance; plus

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall

be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted work, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this article that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this article and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This article shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This article shall apply only to disputes about the scope of work delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this article shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this article, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either

party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the disputed presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any other **Contractor** with a **Contract** related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this article. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) days of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief Written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Agency Response.** Within thirty (30) days of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in section 7-201 and 7-203 of the New York City Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) days any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 **Opportunity of Comptroller to Compromise or Adjust Claim.** The **Comptroller** shall have forty-five (45) days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) days from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.1.1 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.2 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this article, the **Contractor**, within thirty (30) days thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the **Agency**; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract



Dispute Resolution Board at OATH's offices with proof of service on the Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) Days of its receipt of the petition by the Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 **Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the Corporation Counsel, the Director of the Office of Construction, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 **Finality of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Laws and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this article.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this article shall not affect or impair the ability of the **Commissioner** or **Contract Dispute Resolution Board** to make a binding and final decision pursuant to this article.

#### **ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK**

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Extra Work** on a **Time and Material Basis** ordered by the **Commissioner** under Article 25, or is performing **disputed Work**, or complying with a determination or order under protest in accordance with Articles 27 and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name and number of each **Worker** employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra** or **disputed Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

#### **ARTICLE 29. OMITTED WORK**

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

### **ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS**

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this article.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released

from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** or **Comptroller** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** or **Comptroller** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

**CHAPTER VII**  
**POWERS OF THE RESIDENT ENGINEER,**  
**THE ENGINEER OR ARCHITECT AND THE COMMISSIONER**

**ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

**ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

### ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project** to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

### ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Resident Engineer**, or any other officer, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

## CHAPTER VIII LABOR PROVISIONS

### ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that

employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other **Contracts**, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "**Labor Law**"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its **Work** force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

#### ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this article.

36.1.5 The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the Rules and Regulations promulgated thereunder. No **Contract** will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a Collective Bargaining Agreement or other Contract or memorandum of understanding, written

notification of its equal employment opportunity commitments under E.O. 50 and the Rules and Regulations promulgated thereunder; and

36.3.5 Will furnish all information and reports including an Employment Report before the award of the **Contract** which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the Department of Business Services, Division of Labor Services ("**DLS**") and will permit access to its books, records and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the Rules and Regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the **Agency** declaring the **Contractor** to be non-responsible.

The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in title viii of the Administrative Code (Section 8-101 et. seq.); and

36.5.3 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by Law or **Contract**.

### ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.



37.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and days of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 **Prevailing Rate of Wages:** The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor **Law** Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 **Minimum Wages:** Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**. Minimum wages shall be the rates fixed by Federal **Law** and regulations.

37.3 **Working Conditions:** No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees, that should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated wage scale as provided in Labor Law Section 220, as amended, or

37.4.1(b) Less than the stipulated minimum hourly wage scale as provided in Labor Law Section 220-d, as amended.

37.4.2 For any breach or violation of either Working Conditions (Article 37.3) and Minimum Wages (Article 37.2.6), the party responsible therefore shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any **Contracts** with the **City** of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the **City**, in addition to damage for any other breach of this **Contract**, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel **Contracts** and enter into other **Contracts** for the completion of the original **Contract**, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this article and Labor Law Section 220, may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this article may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered

simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) **Labor Law Section 220**, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this article may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Sections 220 and 220-h of the **Labor Law**, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the **Workers' Compensation Law Section 51** notice, all other notices required by law to be posted at the **Site**, the **City** notice that this **Project** is a public works **Project** on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began **Work** and the time the employee left **Work**, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the Comptroller upon application by the **Agency**. In the alternative, subject to the approval of the CCPO, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice, to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public work project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, such notice shall also include a statement that, that each worker, laborer or mechanic be certified prior to performing any

**Work** as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. Worker, laborer or mechanic includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this article, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3.1 The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 If this **Contract** is for an amount greater than \$1,000,000, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than \$750,000, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** or **Subcontractor(s)** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the **Labor Law**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by **Labor Law** Section 220 and of compliance with the training requirements of **Labor law** section 220-h set forth in Article 35.2. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law for the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

#### **ARTICLE 38. PAYROLL REPORTS**

38.1 The **Contractor** shall maintain on the **Site** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain pursuant to Labor Law Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Engineer** that this Chapter VIII and the Labor Law, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

38.2 When directed by the **Engineer**, the **Contractor** or **Subcontractor** shall provide the **Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

#### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** void.

### **CHAPTER IX PARTIAL AND FINAL PAYMENTS**

#### **ARTICLE 40. CONTRACT PRICE**

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

#### **ARTICLE 41. BID BREAKDOWN ON LUMP SUM**

41.1 Within fifteen (15) **Days** after the commencement date specified in the Notice to Proceed, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed

under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

#### ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once a month, the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the **General Conditions**.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

#### ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the Bid will be applicable to payments made under this **Contract**. The provisions require the payment to **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) days after receipt of payment by the **City** pursuant to section 43.5 herein, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at a rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with section 756-b (1)(b) of the NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the **Contractor** by the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

#### ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 When the **Work** in the opinion of the **Commissioner**, has been substantially but not entirely completed, he/she shall issue a certificate of **Substantial Completion**.

44.2 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the **City** and any pending dispute resolution procedures in accord with the **PPB Rules** and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this article, will have waived any such claims.

44.2.2 A **Final Approved Punch List**.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.5 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 45. FINAL PAYMENT**

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any and all alleged claims against the **City**, and any pending dispute resolution procedures in accord with the **PPB** Rules and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30.) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article, is entitled to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.



45.4 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred from commencing an action for breach of **Contract** under this provision to the extent permitted by **Law** and by the terms of the **Contract** provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in the position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

**CHAPTER X  
CONTRACTOR'S DEFAULT**

**ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the Progress Schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made.

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

#### ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

#### ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

#### ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

#### ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

53.1 In completing the whole or any part of the **Work** under the provision of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

### **ARTICLE 54. OTHER REMEDIES**

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

54.4 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

## **CHAPTER XI MISCELLANEOUS PROVISIONS**

### **ARTICLE 55. CONTRACTOR'S WARRANTIES**

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**;  
and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

#### **ARTICLE 56. CLAIMS AND ACTIONS THEREON**

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any lawsuit, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a Certificate of **Substantial Completion** pursuant to Article 44; except that:

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a Certificate of **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies becomes due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such lawsuit shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

#### **ARTICLE 57. INFRINGEMENT**

57.1 The **Contractor** shall be solely responsible for and shall indemnify the **City** against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the **Work**, including all costs and expenses which the **City** shall or may incur or be obligated to pay by reason thereof.

#### **ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

#### **ARTICLE 59. SERVICES OF NOTICES**

59.1 The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit.

59.2 Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

#### **ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT**

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

#### **ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED**

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

#### **ARTICLE 62. TAX EXEMPTION**

62.1 The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, etc., shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or **City** Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, the

**Contractor**, at the request of the **City**, shall furnish to the **City** such Bills of Sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor Exempt Purchase Certificates** or **Resale Certificates** from the appropriate governmental **Agency** or **Agencies**, and furnish a **Contractor Exempt Purchase Certificate** or **Resale Certificate** to all persons, firms or corporations from which they purchase supplies and materials for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this article shall control.

#### ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental **Agency** or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental **Agency** that is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision or

public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental **Agency** that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any **Contract**, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any **Contract**, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City Contracts**, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Agreement**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, **Work** done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.



63.7.3 The nexus of the testimony sought to the subject entity and its **Contracts**, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

#### 63.8 Definitions:

63.8.1 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

### ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this article, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Bid Breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The Commissioner's determination hereunder shall be final, binding and conclusive.

64.2.1(b) For non-cancelable material and equipment, less salvage value, that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the lesser of:

64.2.1(b)(i) The direct cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, whichever is less, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the Contractor shall be paid five (5%) percent of Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum Contracts, the Contractor shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000.) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000.) dollars and fifteen million (\$15,000,000.) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000.) dollars.

64.2.1(d) In the event the City terminates a lump sum Contract pursuant to this article within ninety (90) days after registration of the Contract with the Comptroller, the Contractor shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this article.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Material Contracts or Items: On all **Contracts** or items in a **Contract** where time and material records are specified as the basis for payment of the **Work**, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this article shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the **Contract** price for such items.

64.4 All payments pursuant to this article shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

## ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** of New York, State of New York, regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal Court or in New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a Court located other than in the **City** and State of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the **City** and State of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a State Court of competent jurisdiction in the **City**.

65.3 If any provision(s) of this article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other **Agency** of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

#### **ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM**

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction **Contract** shall be awarded unless and until these requirements have been complied with in their entirety.

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprise ("LBEs"); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The prime **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBE's on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of **Contract**. Remedy for such breach of **Contract** may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three (3) years.

#### **ARTICLE 68. ANTITRUST**

68.1 The **Contractor** hereby assigns, sells and transfers to the **City** all right, title and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

### 69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law** and rules, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

#### **ARTICLE 70. HEALTH INSURANCE COVERAGE**

70.1 If the price for which this **Contract** was awarded exceeds \$100,000, or if the price for which this **Contract** was awarded when combined with other construction or services contracts awarded the **Contractor** by the **City** in the year prior to award of this **Contract** exceeds \$100,000, the **Contractor**, following registration of the **Contract**, shall be required to submit responses to requests for information regarding the nature of any health

insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the Agency or other designated City agency.

#### ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law ("Finance Law"), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

#### ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code and the Penal Law are applicable under the terms of this Contract in relation to Conflicts of Interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

#### ARTICLE 73. MERGER CLAUSE

73.1 The Written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered ONE.

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

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: See below  
Dollars, (\$ 262,580.00), 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. One Million, Two Hundred Sixty Two, Five Hundred Eighty Dollars  
00/170

#### ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a



payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

76.2 The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

**ARTICLE 77 – PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

**ARTICLE I. M/WBE PROGRAM**

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

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

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

**PART A**

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

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

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

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

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

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

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

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

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

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto: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](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

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

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

#### **PART B: MISCELLANEOUS**

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

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

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

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

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

#### **ARTICLE II. ENFORCEMENT**

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

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

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

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

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

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

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

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

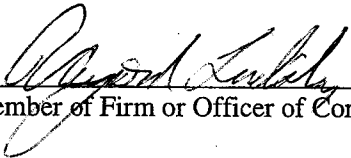


IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By:   
Deputy Commissioner

CONTRACTOR: National Watermain Cleaning Company

By:   
(Member of Firm or Officer of Corporation)

Title: Sgt / Tru

(Where Contractor is a Corporation, add):  
Attest:

  
Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 13<sup>th</sup> day of March, 2014 before me personally came Raymond Lindsley to me known who, being by me duly sworn did depose and say that he resides at Budd Lake NS that he is the Secretary/Treasurer 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.

Notary Public or Commissioner of Deeds

VICTORIA AYO VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified in Queens County  
Commission Expires July 15, 2015

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

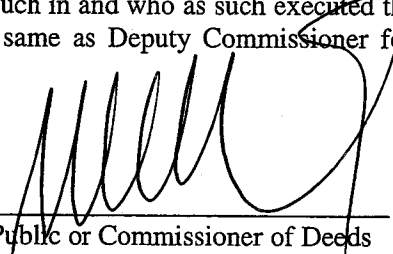
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 13<sup>th</sup> day of March, 2014, before me personally came Eric MacFarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

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

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

One Million, Two Hundred  
Sixty Two, Five Hundred Eight  
00/100

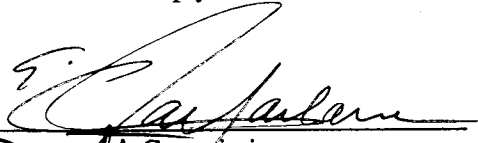
Dollars (\$ 1,262,580.00)

is chargeable to the fund 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.

  
Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller

Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

Bond No. 106067936

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

National Water Main Cleaning Co.

875 Summer Avenue

Newark, NJ 07104

hereinafter referred to as the "Principal", and \_\_\_\_\_

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

One Million Two Hundred Sixty Two Thousand Five Hundred Eighty and NO/100

(\$ 1,262,580.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Cleaning, Television Inspection and Digital Audio-Visual Recording of Sewers at

Unknown Locations in the City Sewer System On An As Needed Basis - Citywide

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;



Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.





**Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (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 13th day of March 2014.

(Seal) National Water Main  
Cleaning Co. \_\_\_\_\_ (L.S.)

Principal

By: James O. Lounsbury  
James O. Lounsbury Executive Vice President  
Travelers Casualty and Surety  
Company of America

(Seal)

Surety

By: Oscar F. Rincon  
Oscar F. Rincon, Attorney-in-Fact

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

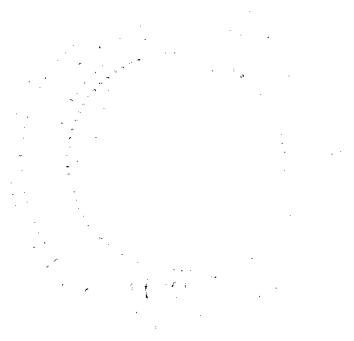
Bond Premium Rate \$8.75/M - Sliding Scale

Bond Premium Cost \$9,637.00

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

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

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



Performance Bond #1 (Pages 77 to 80): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Essex ss:

On this 13th day of March, 2014, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at 231 Highland Ave. Middletown NY that he is the \_\_\_\_\_ 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.

*Janet Pena*  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

Janet T Pena  
Notary Public, New Jersey  
My Commission Expires 11-04-14

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

1992

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2013

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 73,801,790	UNEARNED PREMIUMS	\$ 783,168,765
BONDS	3,656,149,712	LOSSES	840,116,078
INVESTMENT INCOME DUE AND ACCRUED	49,212,212	LOSS ADJUSTMENT EXPENSES	533,100,921
OTHER INVESTED ASSETS	270,012,328	COMMISSIONS	20,392,790
PREMIUM BALANCES	222,863,966	TAXES, LICENSES AND FEES	13,766,466
NET DEFERRED TAX ASSET	62,625,330	OTHER EXPENSES	23,635,903
REINSURANCE RECOVERABLE	8,556,480	FUNDS HELD UNDER REINSURANCE TREATIES	94,428,218
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	2,859,442	CURRENT FEDERAL AND FOREIGN INCOME TAXES	26,520,048
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	48,995,467	REMITTANCES AND ITEMS NOT ALLOCATED	16,953,354
DERIVATIVES	629,474	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	32,952,085
OTHER ASSETS	529,004	RETROACTIVE REINSURANCE RESERVE ASSUMED	3,216,131
		POLICYHOLDER DIVIDENDS	7,071,676
		PROVISION FOR REINSURANCE	5,314,325
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		PAYABLE FOR SECURITIES	5,888,369
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(33,835,598)
		ESCHEAT LIABILITY	523,371
		OTHER ACCRUED EXPENSES AND LIABILITIES	373,980
		TOTAL LIABILITIES	<u>\$ 2,377,082,356</u>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,578,869,089
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$ 2,019,152,849</u>
TOTAL ASSETS	<u>\$ 4,396,235,205</u>	TOTAL LIABILITIES & SURPLUS	<u>\$ 4,396,235,205</u>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

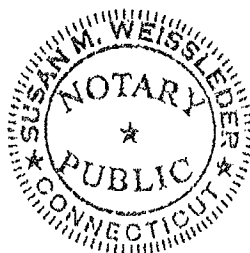
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2013.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 20TH DAY OF AUGUST, 2013







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227350

Certificate No. 005700920

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, and Adam Kveton

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of November, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 7th day of November, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# TRAVELERS

Insurance. In-Synch.™

STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
SEABOARD SURETY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

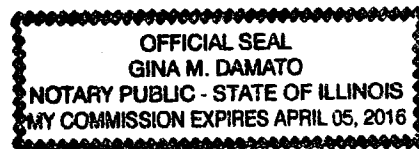
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and  
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY  
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA  
FARMINGTON CASUALTY COMPANY  
SEABOARD SURETY COMPANY  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE COMPANY  
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.  
ST. PAUL GUARDIAN INSURANCE COMPANY  
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 13th day of March A.D. 20 14

Gina M. Damato  
Notary Public





Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

Bond No. 106067936

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

National Water Main Cleaning Co.

875 Summer Avenue

Newark, NJ 07104

hereinafter referred to as the "Principal", and \_\_\_\_\_

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

One Million Two Hundred Sixty Two Thousand Five Hundred Eighty and NO/100

(\$1,262,580.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Cleaning, Television Inspection and Digital Audio-Visual Recording of Sewers at

Unknown Locations in the City Sewer System On An As Needed Basis - Citywide

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site



Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

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 placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.



Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (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 13th day of March 2014.

(Seal)

National Water Main  
Cleaning Co. \_\_\_\_\_ (L.S.)

Principal

By: James O. Lounsbury  
**James O. Lounsbury Executive Vice President**  
Travelers Casualty and Surety  
Company of America

(Seal)

Surety

By: Oscar F. Rincon  
Oscar F. Rincon, Attorney-in-Fact

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

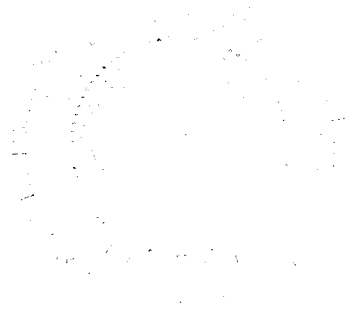
Surety

By: \_\_\_\_\_

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

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

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





Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Essex ss:

On this 13th day of March, 2014, before me personally came James O. Lounsbery to me known, who, being by me duly sworn did depose and say that he resides at 231 Highland Ave. Middletown NJ that he is the Executive Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Janet Pena  
Notary Public or Commissioner of Deeds

**Janet Y Pena  
Notary Public, New Jersey  
My Commission Expires 11-04-14**

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2013

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

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		ESCHEAT LIABILITY	523,371
		OTHER ACCRUED EXPENSES AND LIABILITIES	373,980
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,377,082,356</b>
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		PAID IN SURPLUS	433,803,760
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<b>TOTAL ASSETS</b>	<b>\$ 4,396,235,205</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,396,235,205</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

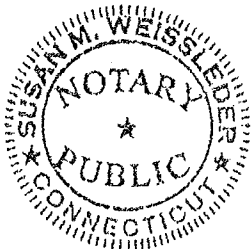
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2013.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 20TH DAY OF AUGUST, 2013

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227350

Certificate No. 005700925

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, and Adam Kveton

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of November, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 7th day of November, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS }  
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby  
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

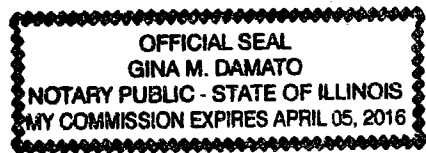
Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said  
County, this 13th day of March A.D. 20 14

  
Notary Public









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  227309-UMB-UMB-13-14                      NWMC		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):                      FAX (A/C, No): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
		INSURER A : Zurich American Insurance Company                      16535 INSURER B : Lexington Insurance Company                      19437 INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> NATIONAL WATER MAIN CLEANING CO. 875 SUMMER AVENUE NEWARK, NJ 07104-3684			

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004865617-02                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

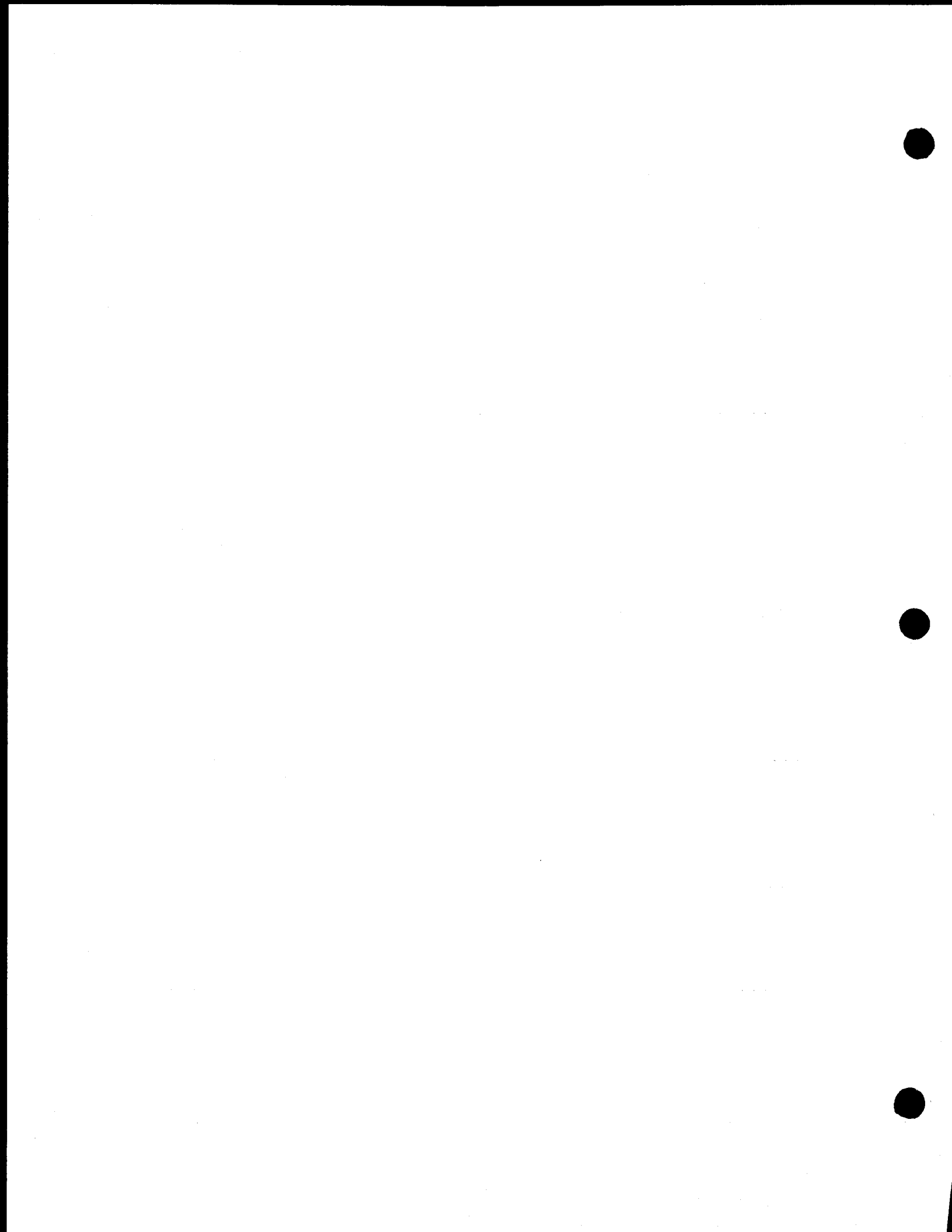
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO 9377201-10	10/31/2013	10/31/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-10	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB                      CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			015438245	10/31/2013	10/31/2014	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9377202-10	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS                      OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: PROJECT ID: SETVDDC13

CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b>  THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE 30-30 THOMPSON AVENUE LONG ISLAND CITY, NY 11101-3045	<b>CANCELLATION</b>  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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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**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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  227309-UMB-UMB-13-14                      NWMC		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED</b> NATIONAL WATER MAIN CLEANING CO. 875 SUMMER AVENUE NEWARK, NJ 07104-3684		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		INSURER A : Zurich American Insurance Company                      16535	
		INSURER B : Lexington Insurance Company                      19437	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004865617-02                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO 9377201-10	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-10	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			015438245	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9377202-10	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: PROJECT ID: SETVDDC13

CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

## CERTIFICATE HOLDER                      CANCELLATION

THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE 30-30 THOMPSON AVENUE LONG ISLAND CITY, NY 11101-3045	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  227309-UMB-UMB-13-14                      NWWC	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURER B:</b> Lexington Insurance Company		19437
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES                      CERTIFICATE NUMBER:** CHI-004865617-02                      **REVISION NUMBER: 3**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>XCU INCLUDED</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>			GLO 9377201-10	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-10	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			015438245	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-10	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: PROJECT ID: SETVDDC13

CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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**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).**

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com  227309-UMB-UMB-13-14                      NWMC	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich American Insurance Company	16535	INSURER B :	Lexington Insurance Company	19437	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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<b>INSURED</b> NATIONAL WATER MAIN CLEANING CO. 875 SUMMER AVENUE NEWARK, NJ 07104-3684																						

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004865617-02                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

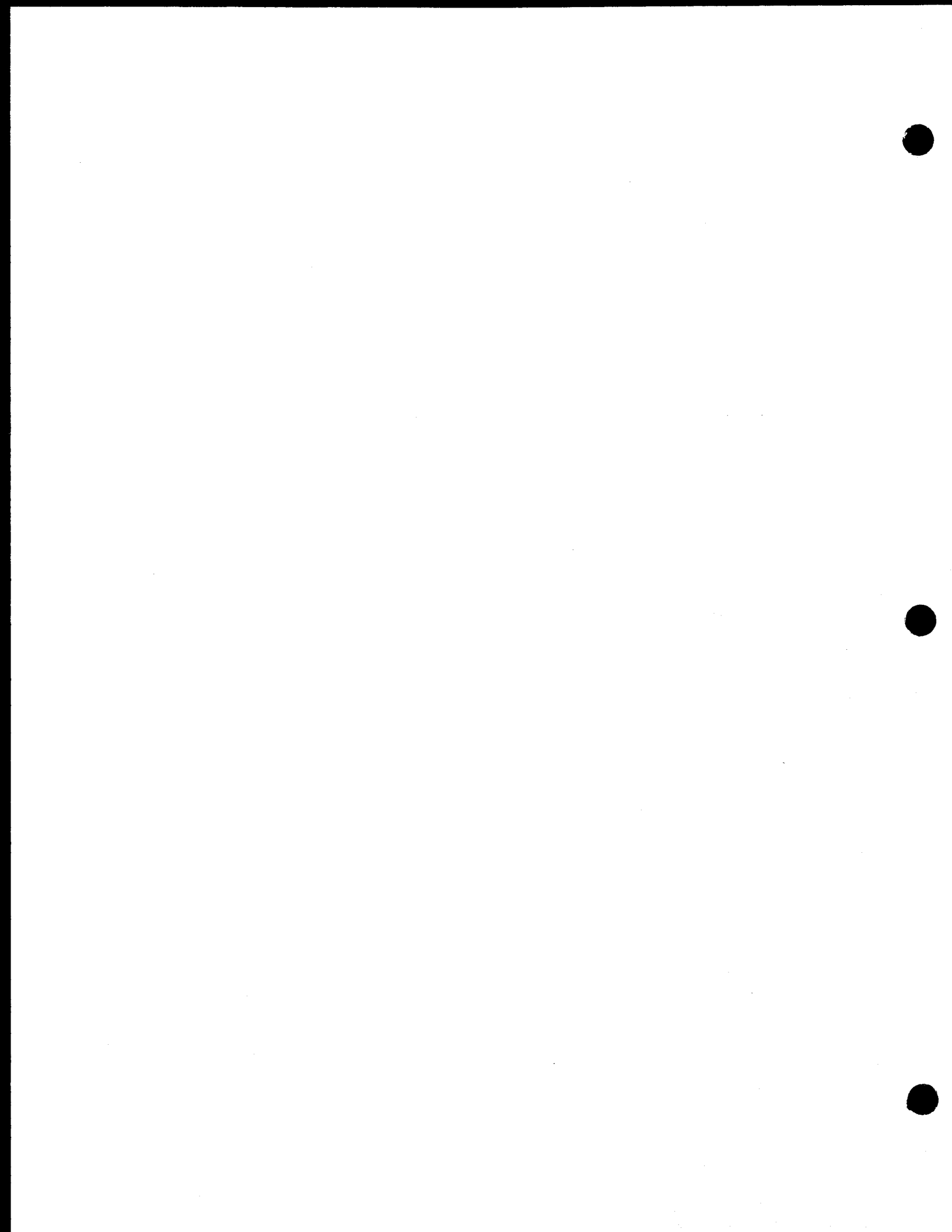
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 9377201-10	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-10	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			015438245	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			WC 9377202-10	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: PROJECT ID: SETVDDC13

CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

**CERTIFICATE HOLDER**                      **CANCELLATION**

THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE 30-30 THOMPSON AVENUE LONG ISLAND CITY, NY 11101-3045	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE          of Marsh USA Inc.          Manashi Mukherjee <i>Manashi Mukherjee</i></p>
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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.

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

<u>CODE</u>	<u>CLASSIFICATION</u>
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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](http://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](http://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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasył Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
 §220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**BLASTER**

**Blaster**

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

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$38.44

**Blaster (Hydraulic)**

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

Wage Rate per Hour: \$45.17

Supplemental Benefit Rate per Hour: \$38.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**All Other Employees:**

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

**Overtime**

Double time the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M. (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

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**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### 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)

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## BRICKLAYER

### Bricklayer

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

Wage Rate per Hour: \$46.44

Supplemental Benefit Rate per Hour: \$27.53

### Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## CARPENTER - BUILDING COMMERCIAL

### Building Commercial

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

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## 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)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## CEMENT MASON

### Cement Mason

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

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$39.05

Supplemental Note: Overtime supplemental benefit rate per hour: \$57.55

### Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

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## 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper(Third year in the industry)**

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

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (Second year in the industry)**

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

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (First year in the industry)**

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

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$19.75

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**DIVER**

**Diver (Marine)**

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

Wage Rate per Hour: \$59.40



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$44.97

**Diver Tender (Marine)**

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

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

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

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Automobile Chauffeur (Dump Truck)**

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

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

### **Driver - Heavy Equipment Trailer Driver**

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

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

### **Driver - Euclid & Turnapull Operator**

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

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

### **Driver - Six Wheeler(3 Axle) Tractors & Trailers**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: **\$39.11**

Supplemental Benefit Rate per Hour: **\$40.20**

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

**Driver - Boom Truck**

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

Wage Rate per Hour: **\$39.36**

Supplemental Benefit Rate per Hour: **\$40.20**

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

**Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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**Driver - Redi-Mix Driver (Sand & Gravel)**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$61.01

Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$91.52

Supplemental Benefit Rate per Hour: \$56.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate.

**Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$26.50**

Supplemental Benefit Rate per Hour: **\$19.56**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$25.80**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.21**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.00**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$17.30**

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$26.30**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.96**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.50**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.06**

**Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$39.75**

Supplemental Benefit Rate per Hour: **\$21.23**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$38.70**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$20.83**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$33.00**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.68**

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$21.01**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$39.45**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$21.61**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$33.75**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$19.47**

**Overtime**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

(Local #3)

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## 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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

**Vacation**

At least 1 year of employment.....ten (10) days  
5 years or more of employment.....fifteen (15) days  
10 years of employment.....twenty (20) days  
Plus one Personal Day per year

Sick Days:  
One day per Year

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2013 - 5/20/2014  
Wage Rate per Hour: \$52.00  
Supplemental Benefit Rate per Hour: \$47.90

Effective Period: 5/21/2014 - 6/30/2014  
Wage Rate per Hour: \$53.00  
Supplemental Benefit Rate per Hour: \$49.34

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2013 - 5/20/2014  
Wage Rate per Hour: \$39.42  
Supplemental Benefit Rate per Hour: \$36.46

Effective Period: 5/21/2014 - 6/30/2014  
Wage Rate per Hour: \$40.18  
Supplemental Benefit Rate per Hour: \$37.73

**Electrician - Electro Pole Maintainer**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$33.75

Supplemental Benefit Rate per Hour: \$32.83

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$34.00

### Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Local #3)

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## 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## ELEVATOR REPAIR & MAINTENANCE

### Elevator Service/Modernization Mechanic

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

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

### Overtime Description

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### Paid Holidays

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## ENGINEER

### Engineer - Heavy Construction Operating Engineer I

Cherry pickers 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, Cherry pickers. 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

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

Wage Rate per Hour: **\$40.84**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$65.34**

**Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

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

Wage Rate per Hour: **\$54.04**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## **ENGINEER - CITY SURVEYOR AND CONSULTANT**

### **Party Chief**

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

Wage Rate per Hour: **\$35.55**

Supplemental Benefit Rate per Hour: **\$17.65**

### **Instrument Person**

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

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$17.65**

### **Rodperson**

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

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$17.65**

### **Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
**(Construction of Building Projects, Concrete Superstructures, etc.)**

**Field Engineer - BC Party Chief**

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

Wage Rate per Hour: \$55.40

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Instrument Person**

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

Wage Rate per Hour: \$43.10

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Rodperson**

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

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**ENGINEER - FIELD (STEEL ERECTION)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**ENGINEER - OPERATING**

**Operating Engineer - Road & Heavy Construction I**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$67.70  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$70.10  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: 51.75 overtime hours  
Shift Wage Rate: \$112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$72.34  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$70.63  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$113.01

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$69.23  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$110.77

Operating Engineer - Road & Heavy Construction VI

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

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

Wage Rate per Hour: **\$44.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$71.41**

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

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

Wage Rate per Hour: **\$66.45**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$106.32**

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

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

Wage Rate per Hour: **\$64.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$102.94**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

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

Wage Rate per Hour: **\$61.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$98.45**

**Operating Engineer - Road & Heavy Construction XV**

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

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

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$66.30**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Paving III**

Asphalt Plants

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

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$86.67

**Operating Engineer - Concrete I**

Cranes

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

Wage Rate per Hour: \$70.32

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete II**

Compressors

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

Wage Rate per Hour: \$41.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

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

Wage Rate per Hour: \$56.16

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

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

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

**Operating Engineer - Steel Erection II**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

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

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

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

Wage Rate per Hour: \$64.26

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

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

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

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

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

**Overtime**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## **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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## GLAZIER

(New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$33.24

Supplemental Note: Supplemental Benefit Overtime Rate: \$41.24

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$34.09

Supplemental Note: Supplemental Benefit Overtime Rate: \$42.59

### Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

### Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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)

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**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #1281)

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## 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)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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**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)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## IRON WORKER - STRUCTURAL

### Iron Worker - Structural

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

Wage Rate per Hour: \$46.75

Supplemental Benefit Rate per Hour: \$62.48

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

### Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

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

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

### Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

### Landscaper (Above 6 years experience)

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

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30

### Landscaper (3 - 6 years experience)

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

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$12.30

### Landscaper (up to 3 years experience)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$12.30

**Groundperson**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$12.30

**Tree Remover / Pruner**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$29.25  
Supplemental Benefit Rate per Hour: \$12.30

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$19.25  
Supplemental Benefit Rate per Hour: \$12.30

**Watering - Plant Maintainer**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate per Hour: \$14.25  
Supplemental Benefit Rate per Hour: \$12.30

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

## **MARBLE MECHANIC**

### **Marble Setter**

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

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

### **Marble Finisher**

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

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

### **Marble Polisher**

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

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

## **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

## **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

Local #7)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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**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)

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**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)

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**METALLIC LATHER**

**Metallic Lather**

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

Wage Rate per Hour: \$41.43

Supplemental Benefit Rate per Hour: \$40.15

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

**Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

**Overtime**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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  
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 (1/2) 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)

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## 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)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

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

Wage Rate per Hour: \$44.39

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

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

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

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

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

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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)

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**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)

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**PAINTER - SIGN**

**Designer**

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

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

**Journey person**

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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## PAINTER - STRIPER

### Striper (paint)

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

Wage Rate per Hour: \$33.00

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### Lineperson (thermoplastic)

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

Wage Rate per Hour: \$37.00

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

### Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## **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)

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## **PAPERHANGER**

### **Paperhanger**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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)

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## 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## PLASTERER

### Plasterer

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

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$24.95

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.



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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)

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## PLASTERER - TENDER

### Plasterer - Tender

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

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## PLUMBER

### Plumber

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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## 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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## 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.

30% 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.

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(Plumbers Local #1)

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**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)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**

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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)

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## ROOFER

### Roofer

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

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$27.37

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

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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)

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**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.

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§220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

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## 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

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## 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 journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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## 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**

None

(Local #28)

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**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)

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**STEAMFITTER**

**Steamfitter I**

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

Wage 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.

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**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

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**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)

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## STONE MASON - SETTER

### Stone Mason - Setters

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

Wage Rate per Hour: \$47.72

Supplemental Benefit Rate per Hour: \$35.28

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

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

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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## TAPER

### Drywall Taper

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$44.32

Supplemental Benefit Rate per Hour: \$21.66

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

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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)

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**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.)

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**TILE FINISHER**

**Tile Finisher**

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

Wage Rate per Hour: **\$38.49**

Supplemental Benefit Rate per Hour: **\$27.40**

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

(Local #7)

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**TILE LAYER - SETTER**

**Tile Layer - Setter**

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

Wage Rate per Hour: **\$48.35**

Supplemental Benefit Rate per Hour: **\$31.44**

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

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

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

**Tunnel Workers (Compressed Air Rates)**

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

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

**Top Nipper (Compressed Air Rates)**

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

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

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

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

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

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

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

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

**Blasters (Free Air Rates)**

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

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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)

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**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

(NO TEXT ON THIS PAGE)

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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**ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

**Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 78% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.05

**Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.05

**Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 83% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.05

**Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 89% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.05

(Local #78)

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**BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$28.75

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$29.74

**Boilermaker (Second Year: 1st Six Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 12/31/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.33

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyman'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 Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$31.91

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyman'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 Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$33.49

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyman's rate  
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 Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$35.05

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 85% of Journeyman'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 Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$36.63

Effective Period: 1/1/2014 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$38.00

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**BRICKLAYER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 95% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$16.60

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Carpenter (First Year)**

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

Wage Rate Per Hour: 40% of Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate

Supplemental Benefit Rate Per Hour: \$27.69

Effective 7/18/13 - Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

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

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

Supplemental Benefit Rate Per Hour: \$18.04

**Cement & Concrete Worker (501 - 1000 hours)**

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

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

Supplemental Benefit Rate Per Hour: \$18.87

**Cement & Concrete Worker (1001 - 2000 hours)**

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

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

Supplemental Benefit Rate Per Hour: \$24.25

**Cement & Concrete Worker (2001 - 4000 hours)**

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

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

**DERRICKPERSON & RIGGER (STONE)**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.29

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**ELECTRICIAN**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Electrician (First Year - Hired before 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$15.25

Supplemental Benefit Rate per Hour: \$12.26

Overtime Wage Rate Per Hour: \$22.88

Overtime Supplemental Rate Per Hour: \$13.26

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$15.25

Supplemental Benefit Rate per Hour: \$12.51

Overtime Wage Rate Per Hour: \$22.88

Overtime Supplemental Rate Per Hour: \$13.51

**Electrician (First Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$10.86

Overtime Wage Rate Per Hour: \$18.75

Overtime Supplemental Rate Per Hour: \$11.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.11

Overtime Wage Rate Per Hour: \$18.75

Overtime Supplemental Rate Per Hour: \$11.93

**Electrician (Second Year - Hired before 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$18.05  
Supplemental Benefit Rate per Hour: \$13.68  
Overtime Wage Rate Per Hour: \$27.08  
Overtime Supplemental Rate Per Hour: \$14.87

Effective Period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$18.05  
Supplemental Benefit Rate per Hour: \$13.93  
Overtime Wage Rate Per Hour: \$27.08  
Overtime Supplemental Rate Per Hour: \$15.12

**Electrician (Second Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$11.88  
Overtime Wage Rate Per Hour: \$21.75  
Overtime Supplemental Rate Per Hour: \$12.83

Effective Period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$12.13  
Overtime Wage Rate Per Hour: \$21.75  
Overtime Supplemental Rate Per Hour: \$13.08

**Electrician (Third Year - Hired before 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$20.15  
Supplemental Benefit Rate per Hour: \$14.75  
Overtime Wage Rate Per Hour: \$30.23  
Overtime Supplemental Rate Per Hour: \$16.08

Effective Period: 5/14/2014 - 6/30/2014  
Wage Rate per Hour: \$20.15  
Supplemental Benefit Rate per Hour: \$15.00  
Overtime Wage Rate Per Hour: \$30.23  
Overtime Supplemental Rate Per Hour: \$16.33

**Electrician (Third Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2013 - 5/13/2014  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$12.89  
Overtime Wage Rate Per Hour: \$24.75  
Overtime Supplemental Rate Per Hour: \$13.98

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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## ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

### Elevator (Constructor) - First Year

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

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

Supplemental Rate Per Hour: \$30.84



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate  
Supplemental Benefit Per Hour: \$29.74

(Local #1)

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**ENGINEER**  
(Ratio of Apprentice to Journeyman: 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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)

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**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)

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**FLOOR COVERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

(Carpenters District Council)

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**GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman'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 Journeyman's rate  
Supplemental Rate Per Hour: \$21.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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)

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**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)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

(Ratio of Apprentice to Journeyman: 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)

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**IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman's rate  
Supplemental Rate Per Hour: \$36.75

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.66

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(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)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**  
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.25

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Third 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.25

(Local #731)

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**MARBLE MECHANICS  
(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Cutters & Setters - Fourth 750 Hours**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

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

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$17.06

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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)

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**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)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Millwright (First Year)**

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

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

**Millwright (Second Year)**

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

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

**Millwright (Third Year)**

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

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

**Millwright (Fourth Year)**

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

Wage Rate per Hour: \$45.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$44.63

(Local #740)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 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)

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**PAINTER**

(Ratio of Apprentice to Journeyman: 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #806)

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**PLASTERER**

(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate  
Supplemental Rate Per Hour: \$19.54

(Local #530)

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**PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

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

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

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

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

**Plumber - Second Year**

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

Wage Rate per Hour: \$17.96

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Third Year**

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

Wage Rate per Hour: \$20.06

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fourth Year**

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

Wage Rate per Hour: \$22.91

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 1st Six Months**

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

Wage Rate per Hour: \$24.31

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 2nd Six Months**

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

Wage Rate per Hour: \$36.38

Supplemental Benefit Rate per Hour: \$16.25

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

(Ratio of Apprentice to Journeyman: 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)

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**ROOFER**

(Ratio of Apprentice to Journeyman: 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 Journeyman's Rate



**Roofer - Second Year**

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

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

**Roofer - Third Year**

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

**Roofer - Fourth Year**

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

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**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.13

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

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**STEAMFITTER**

**Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**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)

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**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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**TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

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

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

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

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

**Drywall Taper - Third Year**

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

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

**TILE LAYER - SETTER**  
(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014  
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 40% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$30.04

**Timberperson - Second Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

**Timberperson - Third Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

**Timberperson - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.04

(Local #1536)

(NO TEXT ON THIS PAGE)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**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](http://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](http://www.comptroller.nyc.gov).

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasyl Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**CLEANER (PARKING GARAGE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**DAY CARE SERVICES**

**Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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)

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**GARDENER**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**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)

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## HEMOCARE 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)

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## SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

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(NYC Administrative Code §6-109)

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## 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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)

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**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) 669-8496

Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI  
COMPTROLLER

**MEMORANDUM**

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

**LAM:er**  
**ACCO.SECURITY AT SITES**





**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

**VOLUME 2 OF 3**

PROJECT ID: SETVDDC13

CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF  
SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED  
BASIS

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

*National Water Main Cleaning Company*  
*65014B0048001 / 6502013SE0027C* <sup>Contractor</sup>

Dated *March 13,* \_\_\_\_\_, 20*13*

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

*[Signature]*

Acting Corporation Counsel

*[Signature]*  
*10/24/2013*

Dated *October 24* \_\_\_\_\_, 20*13*



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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

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

**VOLUME 3 OF 3**

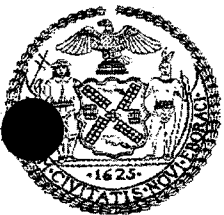
**SCHEDULE A  
DETAILED SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: SETVDDC13**

**CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL  
RECORDING OF SEWERS AT UNKNOWN LOCATIONS IN THE CITY  
SEWER SYSTEM ON AN AS NEEDED BASIS**

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



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

October 9, 2013

4-036



## 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](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:

[http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: [http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated 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:

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

## SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)



**SCHEDULE "A"**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS OTHER THAN ARTICLE 22)**

<u>REFERENCE</u>	<u>ITEM</u>	<u>REQUIREMENTS</u>
Section 26 Information For Bidders	Bid Security	See Attachment 1 (page A-1 of the Bid Booklet)
	Performance Security Payment Security	See Attachment 1 (page A-1 of the Bid Booklet)
Article 14 Contract	Date for Substantial Completion	See Page SA-2
Article 15 Contract	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time Specified on Each Issued Task Order: <u>\$350.00</u>
Article 17 Contract	Subcontracts	Not to Exceed <u>35%</u> of Contract Price
Article 24 Contract	Deposit as Guarantee	Percent of Contract Price <u>1%</u>
	Maintenance Period	Eighteen (18) Months
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet

**SCHEDULE "A"**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS OTHER THAN ARTICLE 22)**  
 (Continued)

**Date for Substantial Completion (Reference: Article 14)**

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 730 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

                     YES                        √   NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of 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.

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

**PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS**

Insurance indicated by a blackened box (■) or by an X in a box (☒) to left  
will be required under this contract.

<u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)	<u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u>
<input checked="" type="checkbox"/> Commercial General Liability      Art. 22.1.1	<u>\$1,000,000</u> per Occurrence  <u>\$2,000,000</u> Aggregate (applicable separately to this Project)  Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3)
<input checked="" type="checkbox"/> Workers' Compensation      Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance      Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability      Art. 22.1.3 <input type="checkbox"/> Jones Act      Art. 22.1.4 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act      Art. 22.1.4	Workers' Compensation: Statutory per New York State law without regard to jurisdiction. Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. Employers' Liability: <u>\$1,000,000</u> each Accident <input type="checkbox"/> Additional Requirements: (1) (2)

**SCHEDULE "A"**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)**  
**PART I (Continued)**

**Insurance indicated by a blackened box (■) or by an X in a box (☒) to left will be required under this contract.**

<u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)	<u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u>
<input type="checkbox"/> Builders' Risk <div style="text-align: right;">Art. 22.1.5</div>	% of Total Value of <b>Work</b> City of New York and the <b>Contractor</b> named as Loss Payee for the <b>Work</b> in order of precedence, as their interests may appear.
<input checked="" type="checkbox"/> Comprehensive Business Auto Coverage <div style="text-align: right;">Art. 22.1.6</div>	\$1,000,000 per Accident If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.  Additional Insureds: (1) <u>City of New York, including its officials and employees.</u>  (2)
<input type="checkbox"/> Pollution/Environmental Liability <div style="text-align: right;">Art. 22.1.7</div>	\$ _____ per Occurrence \$ _____ Aggregate  Additional Insureds: (1) <u>City of New York, including its officials and employees.</u>  (2)

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

**PART I (Continued)**

**Insurance indicated by a blackened box (■) or by an X in a box (☒) to left  
will be required under this contract.**

<u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)	<u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u>
<input type="checkbox"/> Marine Protection and Indemnity      Art. 22.1.8(a)	\$ _____ per Occurrence \$ _____ Aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2)
<input type="checkbox"/> Ship Repairers Legal Liability      Art. 22.1.8(b)	\$ _____ each Occurrence [Contracting agency to fill in total value of City vessels involved]
<input type="checkbox"/> Collision Liability/Towers Liability      Art. 22.1.8(c)	\$ _____ per Occurrence \$ _____ Aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2)
<input type="checkbox"/> Marine Pollution Liability      Art. 22.1.8(d)	\$ _____ each Occurrence Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2)

**SCHEDULE "A"**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)**  
**PART I (Continued)**

**Insurance indicated by a blackened box (■) or by an X in a box (☒) to left will be required under this contract.**

<u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)	<u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u>
<p>[OTHER] <span style="float: right;">Art. 22.1.9</span></p> <p><input type="checkbox"/> Railroad Protection Liability Policy</p> <p>(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.</p> <ul style="list-style-type: none"> <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> <li>• Indicate the Name and address of the Contractor to perform the work, the Contract No. and the name of the railroad property where the work is being performed and the Agency Permit.</li> <li>• Evidence of Railroad Protection Liability Insurance, must be provided in the form of the Original Policy. <u>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.</u></li> </ul>	<p>\$2,000,000 per Occurrence</p> <p>\$6,000,000 Aggregate</p> <p>Named Insureds:                      (1)                      (2)</p>

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

**PART I (Continued)**

**Insurance indicated by a blackened box (■) or by an X in a box (☒) to left will be required under this contract.**

[OTHER]	Art. 22.1.9			
<input type="checkbox"/>	<b>Professional Liability</b>	<p>(A) The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of <u>\$1,000,000</u> 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.</p> <p>(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.</p>		
[OTHER]	Art. 22.1.9	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Engineer's Field Office   <b>Section 6.40, Standard Highway Specifications</b> </td> <td style="width: 50%; vertical-align: top;">                     Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u>.                 </td> </tr> </table>	<input type="checkbox"/> Engineer's Field Office  <b>Section 6.40, Standard Highway Specifications</b>	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u> .
<input type="checkbox"/> Engineer's Field Office  <b>Section 6.40, Standard Highway Specifications</b>	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u> .			
[OTHER]	Art. 22.1.9	<input type="checkbox"/> The Following Additional Insurance Must Be Provided:  <u><b>Umbrella/Excess Liability Insurance</b> - 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 York, including its officials and employees, should be included as additional insured as respects to the noted project.</u>		

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

**PART II. BROKER'S CERTIFICATION**

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate Of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate Of Insurance. In the absence of completed policies, binders are acceptable.]

**CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate Of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name Of Broker (Typewritten)]

\_\_\_\_\_  
[Address Of Broker (Typewritten)]

\_\_\_\_\_  
[Signature Of Authorized Official Or Broker]

\_\_\_\_\_  
[Name And Title Of Authorized Official (Typewritten)]

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
NOTARY PUBLIC



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

**PART III. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

\_\_\_\_\_  
DDC Director, Insurance Risk Manager

\_\_\_\_\_  
30 - 30 Thomson Avenue, 4th Floor (IDCNY Building)

\_\_\_\_\_  
Long Island City, NY 11101

\_\_\_\_\_

**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: SETVDDC13

CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS  
AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED BASIS

Together With All Work Incidental Thereto

ALL BOROUGHES

DETAILED SPECIFICATIONS

DATED: October 9, 2013

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(A) SPECIFIC PROVISIONS SECTION FOR SEWER CLEANING, TELEVISION INSPECTION AND  
DIGITAL AUDIO-VISUAL RECORDING, ETC.

SPECIAL NOTICE TO BIDDERS - LIMITATION ON AWARD

DST-1 DESCRIPTION OF WORK

(A) SCOPE AND INTENT: These specifications cover the cleaning, television inspection and digital audio-visual recording of existing sewers up to and including forty-eight (48) inches in equivalent diameter, within the City of New York. Throughout the term of the contract, the Commissioner reserves the right to direct the Contractor to perform required services in all boroughs on an as needed basis.

Work by Others - In the event there is need for required services in the borough(s) designated in the contract, the Commissioner reserves the right not to issue a task order to the Contractor and to have the work performed by another contractor, or by City employees, if the Commissioner, in the Commissioner's sole opinion, determines that the Contractor may be unable to satisfactorily provide the required services in a timely fashion.

For Bid Schedule Item No. DSS014A1 - CLEANING OF SEWER (LESS THAN 24" DIAMETER), Item No. DSS014A2 - CLEANING OF SEWER (24" TO 48" DIAMETER), Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS, and Item No. DSS014B - CLEANING OF MANHOLE, the exact locations are unknown at this time; however, the Contractor will be required to bid for this work for various locations within the City of New York. The Engineer will furnish the scopes of work at the unknown locations after the award of the contract and as per the Department's needs.

Bid Schedule Item No. DSS014C - ALLOWANCE FOR EXTRA WORK ON ARTERIAL HIGHWAYS is for extra work that may be performed on arterial highways, as defined in **Section DST-6 paragraph (D)**, as required by the New York State Department of Transportation (NYSDOT) and the Engineer.

Bid Schedule Item No. DSS011 - MOBILIZATION AND DEMOBILIZATION, is for mobilizing and demobilizing of equipment, material and manpower for various unknown locations where the linear footage of sewers televised is less than five hundred (500) linear feet per Task Order.

(B) DEFINITIONS:

**Approved** - The word "approved", as used in this contract, shall be understood to mean as approved by the Engineer.

**Engineer** - The word "Engineer", as used in this contract, shall be understood to mean the Assistant Commissioner, Division of Infrastructure, Construction Support Unit, Department of Design and Construction or a duly authorized representative to act as such in relation to the contract.

**Contract Drawing** - The words "contract drawing", as used in this contract shall be understood to mean the drawing that will be prepared by the Engineer showing all manholes and/or appurtenances located on the job site.

**Clean** - The word "clean", as used in this contract, shall be understood to mean the entire work of removing the deposits from the sewer, including, but not limited to shoveling, handling, picking, raking, loading, and placing in trucks, transporting to approved dumping places and there unloading, discharging and disposing of same according to the requirements of all agencies having jurisdiction.

**Deposits** - The word "deposits", as used in this contract, shall be understood to mean sediment, silt, refuse, timber, roots, grease, and materials of all kinds located within the sewers and appurtenances that can be removed without chipping to facilitate removal. Chipping shall mean removal by pneumatic or conventional hand-held hammers and chisels. Payment for the cost of all labor, material, equipment, etc. required to remove and dispose of material by chipping shall be made in accordance with **Articles 25 and 26** of the Contract.

**Task Order** - The word "Task Order", as used in this contract, shall be understood to mean as a request to the Contractor to perform services (cleaning and television inspection of sewer sections) at a designated project location.

**Location** - The word "location", as used in this contract, shall be understood to mean as a location or locations located within a project. It may be located in a borough or multiple boroughs of New York City.

**Equipment** - The word "equipment", as used in this contract, shall be understood to mean as equipment to perform services defined in the task order.

#### **DST-2 LOCATIONS OF INSPECTIONS**

The Contractor is hereby advised that sewer cleaning, television inspection and digital audio-visual recording shall be anywhere in the specified Boroughs of New York City on an as needed basis. The Engineer shall provide locations from time to time as required.

#### **DST-3 WORK INCLUDED UNDER THIS CONTRACT**

(A) When the Contractor encounters a sewer condition or an obstruction that cannot be relieved by the normal operation of the equipment, the Contractor shall report such conditions to the Engineer by telephone as soon as possible. In addition, the Contractor shall report such conditions as may occur on the reports as described herein, including all pertinent information relating to the condition encountered.

(B) The Contractor shall be prepared to report to any designated location in accordance with **Section DST-4 - Issuance of Task Orders**.

(C) Under no condition shall deposits be removed from the sewer and appurtenances or placed on the surface pending disposal, but shall be placed in trucks or suitable containers pending removal from the site. All deposits removed from the sewer during the workday shall be removed from the site by the end of the day. All trucks and containers shall be watertight if used to transport removed deposits over City streets.

(D) Upon inspection of a site where the existing sewer system differs from the previous sewer record information, and where the existing manhole(s) are filled with materials other than those deposits as defined in this contract document, the Contractor will be directed by the Engineer to clean said manhole(s) and be compensated at the price bid under Item No. DSS014B - CLEANING OF MANHOLE, of the Bid Schedule.

(E) The Contractor shall at the Contractor's own cost and expense, except as otherwise specified (See **Section DST-6, paragraph (D), subparagraph (1)**), make the necessary arrangements for, and obtain all permits needed to do the work under this contract. The Contractor shall furnish to the Engineer copies of all permits. The Contractor shall obtain required permits from the Department of Environmental Protection, the Department of Transportation (Bureau of Traffic Operations), Police Department, Fire Department, Transit Authority and any other city agency having jurisdiction.

(F) The Contractor is required to give twenty-four (24) hours prior notice before the start of the work in a manner satisfactory to the Engineer, to the Transit Authority, Department of Transportation (Bureau of Traffic Operations), Police Department and Fire Department so that proper arrangements can be made for maintaining traffic during the course of the work.

(G) It is the intent under this contract to provide services as necessary, on a twenty-four (24) hour a day, seven (7) days a week basis, when deemed necessary by the Engineer.

(H) The Contractor is notified that when ordered by the Engineer to perform work during daytime or nighttime hours or on Saturday, Sunday or holidays, except as otherwise specified (See **Section DST-6, paragraph (D), subparagraph (3)**), no separate or additional payment will be made for any premium pay for the use of crews during these ordered times of work. The cost for such premium pay shall be deemed included in the prices bid for all contract items of work.

(I) **BID QUANTITIES:** The quantities provided in the Bid Schedule are indefinite and are utilized for bidding purposes only. The City shall not be required to order any specific amount of work merely because an item is cited in the Bid Schedule. Moreover, the City shall have the right to delete and/or change locations of work to be performed.

#### **DST-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 cleaning, television inspection and digital audio-visual recording of existing sewers up to and including forty-eight (48) inches in equivalent diameter, in accordance with the terms and conditions set forth herein.

#### **(B) TRANSMISSION OF TASK ORDERS:**

(1) The Engineer shall advise the Contractor of the need for services hereunder through Task Orders, as set forth in **Paragraph (C)** below. The Engineer shall send 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 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 unit prices bid for all items in this contract.

(C) **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 Work

- (3) Services to be Performed (cleaning, television inspection and digital audio-visual recording, etc.)
- (4) Completion Time (consecutive calendar days for completing work on each task order)
- (D) Time is of the essence as the public health and safety are involved. Accordingly, the Contractor shall perform the work at each and every ordered location promptly and diligently, using such means and methods of work as will assure its expeditious and satisfactory completion without delay.
- (E) 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 herein at up to three (3) concurrent sites continuously and uninterrupted to completion.
- (F) 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 required work 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.
- (G) SUPPLEMENTARY TASK ORDERS: The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Design and Construction reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

**DST-5 TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING****(A) GENERAL:**

- (1) The Contractor shall execute all the provisions of this section in a manner approved by the Engineer.
- (2) All labor, experienced supervision, skilled technicians, mobile television studio, electronic equipment, television cameras, materials and equipment necessary and required to perform the work of this section shall be provided in strict accordance with the most current Industry Standards and are subject to final approval by the Engineer.

**(B) DEFINITIONS:**

- (1) Digital Inspection - Operation necessary to complete a true-color audio-visual inspection for verification of existing internal sewer line conditions. The Contractor shall furnish all labor, materials, equipment, tools, and other incidental services for digitally formatted inspection.
- (2) MPEG - MPEG (pronounced M-peg), which stands for Moving Pictures Expert Group, is the nickname given to a family of International Standards used for coding audio-visual information in a digital compressed format. For purposes of this specification, MPEG shall be defined as an ISO-MPEG Level 1 standard (MPEG-1) digital audio-visual coding having a resolution of 352 pixels (x) by 240 (y) and an interlaced frame rate of thirty (30) frames per second. All MPEG coding shall be named using .mpg as the file extension.
- (3) CD-ROM - Compact Disk-Read Only Memory. For the purposes of this specification, CD-ROM shall be defined as a CD-R written or "burned" in accordance with the ISO-9660 Level 2 specifications.
- (4) PACP (Pipe Assessment and Certification Program) - A standard developed by NASSCO for the inspection of sewer lines.

## (C) EQUIPMENT:

- (1) The Contractor shall furnish the digital scanning studio, audio-visual digital encoding equipment/software, and other necessary equipment, materials, labor, technicians, as required to perform the inspections. The Contractor at the Contractor's own cost and expense shall provide the electricity for all operations.
- (2) The digital scanning equipment shall be capable of inspecting a minimum of one thousand two hundred fifty (1,250) linear feet of sewer line, when entry into the sewer can be accessed from the upstream and downstream manhole. When entry is at one end only, the equipment shall be capable of inspecting one thousand (1,000) linear feet by a self-propelled unit. The inspection equipment shall be capable of clearly scanning the interior of a 6-inch-diameter sewer and all larger sizes up to and including fifty-four (54) inches in their least inside dimension.
- (3) The scanning equipment shall be transported in a stable condition through the sewer line under inspection. Throughout the inspection the scanning equipment shall be positioned with the unit directed along the longitudinal axis of the sewer. When the scanning equipment is towed by winch and bond through the sewer line, all winches shall be stable with either locking or ratcheting drums. All winches shall be inherently stable under loaded conditions. The bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the equipment. The bonds shall be oriented in such a manner as to enable unhindered extension or retraction through the sewer conduit. All efforts shall be made to prevent damage to the sewer conduit during the inspection. In the case where the Contractor, for any reason, causes damage the cost of repair or remedy shall be borne by the Contractor.
- (4) The Contractor shall divert wastewater flow in accordance with the requirements of Standard Sewer Specifications.
- (5) The digital scanning studio shall be large enough to accommodate four (4) persons comfortably seated for the purpose of viewing the digital monitors while the inspection is in progress. The studio shall be insulated against noise and extremes in temperature, and shall be provided with means of controlling external and internal sources of light in a manner capable of ensuring that the monitor screen display is in accordance with the requirements of these specifications. The Engineer or the Engineer's representative shall have access to view the digital monitor at all times. The digital monitor, central control panel and control shall be located in the mobile studio. The studio shall be mounted on a mobile vehicle (truck), which allows safe and orderly movement of the inspection equipment throughout the work site.
- (6) The equipment used for the sewer line inspection shall be specifically designed and constructed for pipeline inspection. The unit shall be waterproof and shall be operative in any conditions that may be encountered in the inspection environment. The Contractor shall provide pan and tilt functions to facilitate the inspection of service laterals and sewer line defects (open joints, cracks, infiltration, etc.). The scanning equipment shall be capable of a three hundred sixty degree (360°) rotational scan and the tilt arc must not be less than two hundred twenty-five degree (225°) unless otherwise approved by the Engineer. The adjustment of focus and iris shall provide a minimum focal range of three (3) inches in front of the scanning unit's lens. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The illumination system must be adjustable and such that it will allow an even distribution of the light around the sewer perimeter without the loss of contrast, flare out of picture, or shadowing. The view shall be transmitted to a monitor of not less than fourteen (14) inches in size. The equipment shall be capable of receiving and transmitting a picture of not less than four hundred sixty (460) lines of horizontal resolution. The travel speed of the inspection unit (through the sewer) shall be uniform and shall not exceed the maximum speed of thirty (30) feet per minute or as ordered by the Engineer.

- (7) The Contractor shall test the equipment to verify the picture quality. The Equipment manufacturer's recommendation shall be used to clearly differentiate between the following colors: white, yellow, cyan, green, magenta, red, blue and black.
- (8) The digital inspection equipment shall be of such quality as to enable the following to be achieved:
  - (a) Color: With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance.
  - (b) Linearity: The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship ( $\pm 5\%$ ).
  - (c) Resolution: The live picture must be displayed on a digital monitor capable of providing a clear, stable image free of electrical interference with a minimum horizontal resolution not less than four hundred sixty (460) lines.
  - (d) Color Consistency: To ensure that the unit shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure color consistency no variation in illumination shall take place during the inspection.
  - (e) The inspection monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the lens of the camera. The relative positions of the two points should also be noted. The Contractor shall use a suitable metering device that enables the cable length to be accurately measured; this shall be accurate to  $\pm 1\%$  or six (6) inches whichever is greater. The Contractor shall demonstrate that the tolerance is being achieved by wheel measurement between manholes on the surface. This accurate measurement must be included on each computer generated digital assessment report.

(D) EXECUTION:

- (1) Digitally Formatted Inspections: The Contractor shall inspect sewer pipelines with pan and tilt imagery as specified so as to record all relevant features and defects of the pipeline as permanent record. Inspection of pipelines shall be carried out in a format approved by the Engineer. A skilled technician who shall be located at the control panel in the mobile television studio shall control the operation of the equipment.
- (2) If inspection of an entire section cannot be successfully performed from manhole to manhole, an attempt shall be made to perform a reverse set up in order to complete the inspection.
- (3) The unit shall be positioned to reduce the risk of picture distortion. In circular sewers, the lens shall be positioned centrally at the spring-line (i.e. in prime position) within the sewer. In non-circular sewers, unit orientation shall be at mid-height, unless otherwise approved by the Engineer, and centered horizontally. In all instances the lens shall be directed along the longitudinal axis of the sewer when in prime position. A positioning tolerance of  $\pm 10\%$  of the vertical sewer dimension shall be allowed when the camera is in prime position.

(E) INSPECTION REQUIREMENTS:

- (1) Any operator responsible for data collection and defect coding shall hold a current PACP Certification. Such certification shall be submitted to the Engineer prior to start of any work.
- (2) When the digital scanner is being inserted into the manhole, the video file will be paused and will be restarted when the operator is ready to commence the pipe inspection.



- (3) The inspection shall include from the starting point to the preset position in accordance with **Paragraph G - Contractor's Inspection Reports**.
- (4) At the start of the inspection, the operator will display the work order long enough for the work order information to be read by any person reviewing the video files.
- (5) The operator shall use PACP codes that are approved by the Engineer.
- (6) During the course of the inspection the Engineer may indicate the specific views appearing on the monitor that are to be photographed. The size of the photographs shall not be less than 3" x 4". The cost of the photographs, ordered taken by the Engineer, shall be deemed included in the contract price for Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS. The photographs taken during the inspection shall be mounted within the report and keyed to their exact location.

(F) DIGITAL AUDIO-VISUAL RECORDING:

- (1) Visual Recording: Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. It is intended that a digital recording will be made of the complete pipe inspection. The recording shall also be used as a permanent record of defects. The recording shall be MPEG1 and shall comply with ISO/IEC 11172 MPEG 1 Specifications. The digital encoding shall include both sound and visual information that can be reproduced with an image equal to the quality of the original picture on the monitor. Compression rate shall be 1.5Mb/s. The replay of the compressed video information, when reviewed on Windows Media Player Version 6.4 or higher, shall be free of electrical interference and shall produce a clear stable image. The audio portion of the composite digital coding shall be sufficiently free of electrical interference and background noise to produce an oral report that is clear and completely and easily discernible. The operator shall pause the digital recording at any time that there is a delay in the inspection, the pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each inspection. The data shall be time coded using the elapsed time from the video file. The elapsed time specifications shall comply with PACP requirements. The naming of the video file shall be automatic and shall match the inspection file name.
- (2) The audio portion of the inspection report shall include the location or identification of the section, manhole-to-manhole direction of travel, and the distance traveled on the specific run encountered. The digital scanning equipment shall be continuously connected to the monitoring equipment. The digital scanning unit and monitoring equipment shall have the built-in capability to allow the Engineer to instantly review both the audio and visual quality of the recordings at all times during the assessment survey.
- (3) Separate MPEG files shall be created for each sewer line segment. In case of a reverse setup, such inspection shall be stored in a separate MPEG file. MPEG files and the data inspection files shall be written to CD-ROM media for delivery to the Engineer. Multiple MPEGs may exist on each CD-ROM. Each CD-ROM shall be labeled, at a minimum, with the following information: Project ID, Number, Job Number, Job Site, Date Began and Date Completed.
- (4) MPEG files shall be named according to the following file specification:
  - (a) [UPSTREAM MANHOLE NUMBER A - DOWNSTREAM MANHOLE NUMBER B] .mpg  
(e.g. for recording from upstream Manhole No. 6 to downstream Manhole No. 7 file shall be labeled [MH NO 6 - MH NO 7] .mpg)
  - (b) [UPSTREAM MANHOLE NUMBER\_A - DOWNSTREAM MANHOLE NUMBER\_B] .mpg  
for a Reverse Inspection (e.g. for recording a reverse inspection from upstream Manhole No. 6 to downstream Manhole No. 7 file shall be labeled [MH NO\_6 - MH NO\_7] .mpg)

- (5) DVD R's (DVD+R or DVD+RW) may be substituted for CD-ROMs when applicable.
- (6) The Contractor is hereby required to have the television inspection equipment set up in such a fashion so as to have two (2) Digital Audio-Visual Recordings (D.A.V.R.) recording simultaneously at the project site (one computer with double disk burning capabilities). The City's Engineer or a duly designated representative will be so situated so as to be able to see the entire digital audio-visual recording as it is taking place.

Each D.A.V.R. will be so designated and marked "D.A.V.R.A" and "D.A.V.R.B".

The digital audio-visual recording from "D.A.V.R.A" will be given to the City's Engineer or a duly designated representative at the end of each shift or when the recording is completed, whichever happens first.

The digital audio-visual recording from "D.A.V.R.A" will have the following information on it:

- (a) Project ID. No.;
- (b) Job No.;
- (c) Job Site;
- (d) Date Began;
- (e) Date Completed.

This digital audio-visual recording when given to City's Engineer or a duly designated representative will be placed in a sealed envelope with the following information on the envelope:

- (a) Project ID. No.;
- (b) Job No.;
- (c) Job Site;
- (d) Date Began;
- (e) Date Completed;
- (f) Printed Name and Signature of City's Engineer with the date began and date completed;
- (g) Other pertinent information to maintain a chain of custody of digital audio-visual recordings.

This envelope will then be given to the City's Engineer or duly designated representative so that it may be held in a secure location.

#### (G) CONTRACTOR'S INSPECTION REPORTS:

- (1) Contractor's Inspection Report: The Contractor shall complete an evaluation report covering the inspection and the information acquired. The reports shall include an Observation Report, Cross Section Report and a Plan View Report provided by CIMS Data Management Software or equal.
- (2) Data shall be delivered in electronic format in accordance with PACP data structure developed by NASSCO.
- (3) In addition to any paper documents, all inspection reports shall be furnished in electronic PACP data exchange format. Data files and Digital video files shall be linked on same CD-ROM.
- (4) Digital Data Display: At the start of each sewer length being surveyed, the length of pipeline from zero up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. The length entered on the data display must allow for the distance from the start of the survey to the cable calibration point, (preset position), such that

the footage at the start of the survey is zero. In the case of surveying through a manhole where a new Task Order is required, the distance shall be set at zero with the digital view focused on the outgoing pipe entrance from the center of the manhole.

- (5) Inspection Record: At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and digital recording, a record of data in alphanumeric form containing the information entered into the Task Order.
- (6) Once the survey of the pipeline is under way, specific data shall be continuously displayed on the viewing monitor and the MPEG1 file. The size and position of the data display shall be such as not to interfere with the main subject of the picture yet shall always be easily readable when the recording is replayed. It must be possible to move the data on the video screen to ensure continual ability to read the data on the screen. At minimum, the following data shall be displayed:
  - (a) Automatic update of the scanning units position shown in feet,
  - (b) Upstream manhole and downstream manhole reference numbers,
  - (c) Observations and Defects entered by the Technician during the inspection. (i.e., Service connections, water infiltration from joints, etc.)
- (7) Each sewer length, i.e. the length of sewer between two consecutive manholes, shall be entered on a separate data file. Where a Contractor elects to "pass through" a manhole during an Inspection survey or "walk through" during a man entry survey the Contractor shall start a new data file at the manhole "pass through" and shall re-set the distance to zero.
- (8) All audio-visual digital recordings, collected data and report made during the inspection shall become the property of the Department of Design and Construction and shall be delivered to the Engineer not more than ten (10) business days after the completion of the television inspection and digital audio-visual recording. The experienced supervisor, Contractor and the City representative present at the time of the television inspection shall sign the report.
- (9) Each copy of reports shall be printed in color and each copy of reports shall be bounded in nineteen holes binders with durable plastic cover as approved by the Engineer.

The DVD supplied with reports shall be supplied in nonbreakable DVD cases that have insertable plastic cover as approved by the Engineer.

Three (3) copies of the report shall be furnished to the Department of Design and Construction. The reports shall include but not be limited to:

- (a) Route sheet (including but not limited to street names, north arrow, location of manholes and numbering of manholes);
- (b) Permanent visual record including DVD of sewers televised, data files (photos keyed to route sheet);
- (c) Sketch showing the details of manholes and sewer sections that were televised in entire task order. The sketch shall include task order number, contract name, street name, manholes with number, sewer profile, length of sewer, north arrow, size and material of sewer, etc.;
- (d) Database table showing detail information of sewer sections that were televised in entire task order including total length of sewer inspected;
- (e) Text and summary with explanation why some of the sections of sewer can't be televised in the task order.

(H) SEWER DATA SPECIFICATION:

- (1) The data reports submitted on the CD shall comply with PACP data transfer specifications. The Contractor shall obtain from the Department prior to the start of any work the Version of the PACP data transfer program that is being used by the Engineer.

## (I) SUPERVISION AND TECHNICIAN:

- (1) An experienced supervisor who has a minimum of three (3) years experience in the field of pipeline inspection shall coordinate the entire inspection operation stated under this section and as approved by the Engineer.
- (2) The skilled technician required herein shall have a minimum of three (3) years experience in the field of pipeline inspection and shall perform all work as directed by the Engineer.

**DST-6 CONTRACT ITEMS**

(A) CLEANING OF SEWER (Bid Schedule Item No. DSS014A): The Contractor shall provide all labor, equipment and material required for the removal and disposal, in an approved manner, of all the deposits in the sewers and appurtenances at various unknown locations as directed by the Engineer. The sewers in which the work is to be done vary from eight (8) inches to forty-eight (48) inches in equivalent diameter, and could vary in material of construction like clay, cement, brick or concrete. All equipment and procedure for cleaning and removal of deposits from the sewers shall be as per current Industry standards and shall be approved by the Engineer.

(B) TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS (Bid Schedule Item No. 53.11DR): The Contractor shall provide all labor, equipment, reports and materials required to perform a closed circuit television inspection as directed by the Engineer, in the sewers at various unknown locations city-wide, all in an approved manner to the satisfaction of the Engineer. All equipment and procedure for the television inspection and digital audio-visual recording of the sewers shall be as per current Industry standards and shall be approved by the Engineer.

(C) CLEANING OF MANHOLE (Bid Schedule Item No. DSS014B): The Contractor shall provide all labor, equipment and materials required to clean the manholes which are filled with materials other than the deposits as defined in this contract document. Prior to cleaning manholes, the Engineer shall inspect the manholes so as to ascertain the need for this work. No manhole cleaning work shall commence without the written approval of the Engineer.

(D) ALLOWANCE FOR EXTRA WORK ON ARTERIAL HIGHWAYS (Bid Schedule Item No. DSS014C): The Contractor may be required by the New York State Department of Transportation (NYSDOT) and the Engineer to perform the following extra work on arterial highways:

- (1) apply for separate permits for working within arterial highways;
- (2) (a) prepare detailed Maintenance and Protection of Traffic (MPT) drawings for working within arterial highways. (Showing placement of Barrels, Barrels with flashing lights tapered to a distance of one (1) mile in some cases, Variable Message Sign Boards, Arrow Boards, Shock Absorber Trucks, Jersey Barriers protected with sand-filled Barrels, etc.. (Note: Barrels under this item are for the exclusive use in arterial highways and not for use on City streets.);  
(b) cost of Maintenance and Protection of Traffic for working within arterial highways. (Note: Cost of maintenance and protection of traffic under this item is for maintenance and protection of traffic on arterial highways and not for cost of maintenance and protection of traffic within City streets);
- (3) extra cost for night work or on Saturday, Sunday or holidays as ordered by the NYSDOT for working within arterial highways;
- (4) providing flood lights when working within arterial highways; and,
- (5) cleaning of existing catch basins within arterial highways and disposal of material. (Note: Cleaning of existing catch basins under this item is for cleaning of catch basins exclusively on arterial highways and not for existing catch basins within City streets.)

(E) MOBILIZATION AND DEMOBILIZATION (Bid Schedule Item No. DSS011): The contract price for this item shall include the cost of mobilizing and demobilizing equipment, material and manpower for each location furnished by the Engineer where the linear footage of sewers televised is less than five-hundred (500) linear feet per Task Order. Payment of this item will be in addition to the payment

for items of sewer cleaning, television inspection and digital audio-visual recording of sewers, and manhole cleaning at these locations. The Contractor will not be paid for mobilization and demobilization at locations where the linear footage of sewers televised (as determined by the Engineer) is equal to or greater than five hundred (500) linear feet per Task Order.

#### **DST-7 PAYMENT**

(A) Payment for Bid Schedule Item No. DSS014A - CLEANING OF SEWER, will be made on a per linear foot basis for sewers successfully cleaned at the unit price bid. Included in this unit price bid shall be the cost for maintenance and protection of traffic within City streets as approved and directed by the Engineer. No separate or additional payment will be made for this work.

(B) Payment for Bid Schedule Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS, will be made on a per linear foot basis for sewers successfully televised at the unit price bid. Included in this unit price bid shall be the cost for maintenance and protection of traffic within City streets as approved and directed by the Engineer. No separate or additional payment will be made for this work.

(C) Payment for Bid Schedule Item No. DSS014B - CLEANING OF MANHOLE, will be made for each manhole cleaned as directed by the Engineer at the unit price bid. Included in this unit price bid shall be the cost for maintenance and protection of traffic within City streets as approved and directed by the Engineer. No separate or additional payment will be made for this work.

(D) Payment for Bid Schedule Item No. DSS014C - ALLOWANCE FOR EXTRA WORK ON ARTERIAL HIGHWAYS, will be made for the cost of performing extra work on arterial highways, as defined in **Section DST-6 paragraph (D)**, required by the New York State Department of Transportation (NYSDOT) and the Engineer. Such extra work shall be paid for under this item and evaluated in accordance with the requirements of **Article 26** of the Standard Construction Contract. The total estimated cost of this item is the "Fixed Sum" amount shown for this item in the Bid Schedule and it shall not be varied in the bid. No guarantee is given that this allowance item will in fact be required under this contract. The estimated "Fixed Sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work performed on arterial highways by the Contractor, as ordered by the NYSDOT and the Engineer.

(E) Payment for Bid Schedule Item No. DSS011 - MOBILIZATION AND DEMOBILIZATION, will be made for each location the Contractor is required to mobilize and demobilize as directed by the Engineer where the linear footage of sewers televised is less than five-hundred (500) linear feet per Task Order. Contractor will not be paid for mobilization and demobilization at locations where the linear footage of sewers televised (as determined by the Engineer) is equal to or greater than five hundred (500) linear feet per Task Order.

#### **DST-8 CONTRACT DRAWINGS**

Two (2) sets of contract drawings indicating the scope of work will be provided by the Engineer and each shall be marked by the Contractor in coordination with the data keyed on the CD-ROM, and shall become part of the Contractor's inspection report. The markings shall conform to current A.N.S.I. standards for microfilm quality.

#### **DST-9 CONTRACTOR'S DAILY REPORTS**

As soon as the Contractor has started work on the contract, the Contractor shall submit to the Engineer written daily reports of work performed the previous day by the Contractor's employees or the subcontractor's employees. The reports shall be prepared by the Contractor's experienced supervisor and shall bear the supervisor's signature. Each report shall contain the following information:

- (1) The type of material and major equipment being used by the Contractor and the total number of employees working each category on that particular day;

- (2) Linear feet of sewers cleaned under Bid Schedule Item No. DSS014A;
- (3) Linear feet of sewers televised under Bid Schedule Item No. 53.11DR;
- (4) Indicate number of trips to disposal site.

**DST-10 DISPOSAL OF REMOVED DEPOSITS**

All material removed from the sewers and manholes under this contract, except as otherwise specified (See **Section DST-6, paragraph (D), subparagraph (5)**), shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

**DST-11 CONTRACT LOCATIONS**

(A) All the work shall be performed in the sequence and at the exact locations as ordered by the Engineer.

In designating the exact location and sequence of work the Department of Design and Construction reserve the right to:

- (a) alter the sequence of work locations furnished to the Contractor, and/or
- (b) substitute alternate locations for those locations previously provided should the need to delete or add locations arise.

(B) The locations for this contract will be provided on an as need basis as detailed in **Section DST-2 - Locations Of Inspections**.

The Contractor's attention is called to the fact that the quantities contained herein are provided as an estimate and are approximate only. No claim shall be made against the City for loss of anticipated profits for items of work not performed as a result of inaccurate engineering estimates or decreased quantities as ordered by the Engineer. Furthermore, the Contractor shall make no claim for, nor will the Contractor be paid additional compensation because of the sequence, separation or location of the work sites, except as otherwise specified (See **Section DST-7, paragraph (D)**), at which the Contractor will be required to work.

**DST-12 PROGRESS OF WORK**

The Contractor's attention is called to the fact that during seven hundred thirty (730) consecutive workdays from the day the Contractor is issued the Order to Commence Work, the Contractor must be capable of completing the amount of work established for bidding purposes. The Contractor is advised that there might be as many as three (3) separate sites at any one time.

**DST-13 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.

**(B) SPECIAL PROVISIONS**

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

- (1) **VEHICLES.** The Contractor shall be required to furnish one (1) vehicle to be used by New York City Department of Design and Construction (DDC) personnel as assigned by the Deputy Commissioner of the Department, during the life of the Contract. No direct payment will be made for the vehicle(s), or associated costs. All costs shall be deemed to be included in all scheduled items.

The Contracted vehicle shall be a new small SUV hybrid vehicle as approved by DDC's Director of Fleet Administration; and shall be equipped with a standard equipment package, and meet the following minimum specification:

- (1) Engine: Manufacturer's Standard 4 cylinder.
- (2) Transmission: Automatic.
- (3) Drive: Manufacturer's Standard 4 wheel drive.
- (4) Steering: Power.
- (5) Air Conditioning.
- (6) Body: 4 Doors.
- (7) Color: Manufacturer's Standard White.
- (8) Mirror: Left and Right.
- (9) Radio: AM/FM.
- (10) Electric Rear Defogger.
- (11) Brakes: Anti-Lock.
- (12) Air Bag: Dual
- (13) Anti-theft device (optional).
- (14) Power Windows and Locks.
- (15) Two sets of keys.
- (16) GPS navigation.
- (17) Hands-free telecommunication technology.
- (18) Fire Extinguisher.
- (19) First Aid Kit.
- (20) Any additional equipment will not be accepted by DDC.

The Contractor shall provide fuel, oil, proper maintenance, tires and replacement parts, to keep the vehicle 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 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 vehicle.

The vehicle(s) shall be provided for the entire duration of this Contract, and shall be returned to the Contractor within thirty days after final acceptance of work or twelve months after substantial completion, whichever comes first. Contractor owned/leased vehicle(s) provided pursuant to this Contract shall remain the property of the Contractor/ Leaser throughout the Contract period; 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".

Within five (5) business days of receipt of notice to provide specified vehicle(s), the Contractor shall make the vehicle(s) available for inspection by Fleet Administration. Upon determination by Fleet Administration that the vehicle(s) satisfy requirements, the Contractor shall make arrangements through DDC's Fleet Administration for delivery to the DDC. The Contractor shall submit to Fleet Administration a signed MV-82 Part 10 authorizing registration in the City's name together with, in the case of a previously unregistered vehicle, the manufacturer's certification of origin or, in the case of a currently registered vehicle, a copy of the title.

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

Agency Fleet Administrator  
NYC Department of Design and Construction  
30 - 30 Thomson Avenue, 4<sup>th</sup> Floor  
Long Island City, New York 11101  
Telephone No.: (718) 391-1852

When vehicles are no longer required under this contract, as described above, they shall be de-registered by the City and promptly returned to the Contractor.

(2) PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

**(END OF DETAILED SPECIFICATIONS)**  
**This Detailed Specification consists of fourteen (14) pages**







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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

PROJECT ID: SETVDDC13

CLEANING, TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF  
SEWERS AT UNKNOWN LOCATIONS IN THE CITY SEWER SYSTEM ON AN AS NEEDED  
BASIS

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

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*Contractor*

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Dated \_\_\_\_\_, 20\_\_\_\_

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