



**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: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

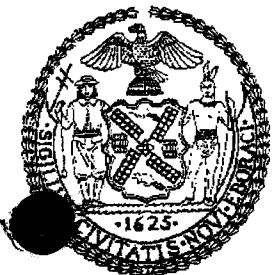
**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES*

**FEBRUARY 6, 2013**



**3-026**







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA  
Commissioner

CAROL DIAGOSTINO  
Agency Chief  
Contracting Officer

November 06, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUEST

TRIUMPH CONSTRUCTION CORP.

1354 Seneca Avenue

Bronx, NY 10474

RE: FMS ID: HWSRT200A  
E-PIN: 85013B0077001  
DDC PIN: 8502012HW0056C  
SAFE ROUTES TO TRANSIT, PHASE 1 IN  
THE VICINITY OF VARIOUS LOCATION -  
BOROUGH OF THE BRONX  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,969,671.44 submitted at the bid opening on May 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,

Carol DiAgostino



Bid Tab

<b>Description</b>	<b>SAFE ROUTES TO TRANSIT, PHASE 1 IN THE VICINITY OF VARIOUS LOCATION - BOROUGH OF THE BRONX</b>		
<b>Bid Date</b>	<b>5/22/2013</b>	<b>FMS ID</b>	<b>HWSRT200A</b>
<b>Estimated Cost</b>	<b>\$3,422,575.00</b>	<b>DEP Supervised</b>	<b>No</b>
<b>Bid Security</b>	<b>2% of Total Bid Price</b>	<b>PLA</b>	<b>No</b>
<b>Time Allowed</b>	<b>730 CCD</b>	<b>Contract Manager</b>	<b>Nejla Hubbard</b>
<b>Addenda</b>	<b>5</b>	<b>Project Manager</b>	<b>Kupershtok, Yelena</b>
<b>PIN</b>	<b>8502012HW0056C</b>	<b>E-PIN</b>	<b>85013B0077</b>
<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Consultant</b>	<b>Weidlinger Associates</b>

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<b>Bid Rank</b>	<b>Vendor</b>	<b>Bid Amount</b>	<b>Security Type</b>
<b>1</b>	<b>TRIUMPH CONSTRUCTION CORP.</b>	<b>\$2,969,671.44</b>	<b>Bond</b>
<b>2</b>	<b>PERFETTO CONTRACTING CO. INC.</b>	<b>\$3,170,430.32</b>	<b>Bond</b>
<b>3</b>	<b>PAUL J. SCARIANO INC.</b>	<b>\$4,218,999.01</b>	<b>Bond</b>

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

**Approver:** 

**Bid Tab**  
**Pin: 8502012HW0056C**

Page 1 of 1



#1

**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: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

Name of Bidder: Triumph Const. Corp.

Date of Bid Opening: 5/22/13

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

Place of Business of Bidder: 1354 Seneca Ave Bronx NY 10474

Bidder's Telephone Number: 718-861-6660 Fax Number: 718-861-6660

Bidder's E-Mail Address: DCuzzi@TriumphConstCorp.com

Residence of Bidder (If Individual): \_\_\_\_\_

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

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Organized under the laws of the State of New York

Name and Home Address of President: 45 Wincheste Ave New Rochelle NY 10805

Name and Home Address of Secretary: \_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_

**BID FORM**

Triumph Const. Corp.

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

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

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



Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

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, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

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 that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. HWSRT200A

**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)

\$ 2,969,671.44  
5/22/13  
P.8

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**WARNING!!!** If M/WBE goals have been established for this Contract, you **MUST** complete and submit the Affirmations on the 2nd page of the Subcontractor Utilization Plan (or a pre-approved waiver) at the time you submit your bid. Failure to comply will result in the rejection of your bid.

Bidder: Triumph Construction Corp

By: [Signature]  
(Signature of Partner or corporate officer)

Attest:  
(Corporate Seal)

Secretary of Corporate Bidder

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

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

\_\_\_\_\_ being duly sworn says:

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

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

\_\_\_\_\_ being duly sworn says:

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK, COUNTY OF Westchester ss:

\_\_\_\_\_ being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 45 Winchester Ave New Canaan NY 10805.  
I have knowledge of the several matters therein stated, and they are in all respects true.

[Signature]  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
22 day of Sept  
**SHIRLEY JACOBS**  
**NOTARY PUBLIC STATE OF NEW YORK**  
No. 01JAKC78625  
Qualified in Westchester County  
My Commission Expires August 05, 2014  
Notary Public

**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: Triumph Const. Corp.  
Address: 1354 Seneca Ave  
City: BRONX State: New York Zip Code: 10474

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

134050635

By:   
Signature

Title: President

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 CB) shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications, dated November 1, 2010, and as amended by Addendum No. 1, herein Volume 3 of 3, except for items beginning with the number "8.01".

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 52.11D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, and as amended by Addendum No. 3, herein Volume 3 of 3.

Items listed in the Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.11R612) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications, dated August 1, 2009, and as amended by Addendum No. 3, herein Volume 3 of 3.

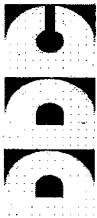
Items listed in the Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.91SW20), shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications, dated August 1, 2009, as applicable, and as amended by Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the number 8.01 followed by a letter (e.g. 8.01 C2) shall comply with the requirements of the corresponding numerical Sections of the DDC Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials contained in Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.09.05) are Street Lighting Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in the Bid Schedule beginning with the prefix "T-", (e.g. T-2.1) are Traffic Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications, except Item number "T-60000B" in the Bid Schedule shall comply with the requirements of Section T-60000B in Addendum No. 1.





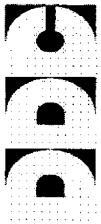
Contract PIN 8502012HW0056C  
Project ID HWSRT200A

04/15/2013  
9:30AM  
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 - 43



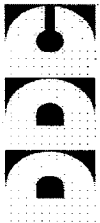
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BID PAGES

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

Contract PIN 8502012HW0056C  
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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
4.02 AG (001)	1,433.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 35	00	\$ 50,155	00
4.02 CB (002)	795.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 1	00	\$ 795	00
4.04 H (003)	113.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 115	00	\$ 12,995	00
4.04 HC (004)	42.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 8" THICK (HIGH-EARLY STRENGTH)	\$ 150	00	\$ 6,300	00

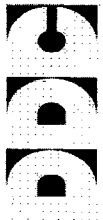
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BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
4.05 AX (005)	104.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ 400	00	\$ 44,600	00
4.09 AD (006)	1,157.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ 200	00	\$ 231,400	00
4.09 AF (007)	253.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	\$ 150	00	\$ 37,950	00
4.09 CD (008)	298.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$ 200	00	\$ 59,600	00

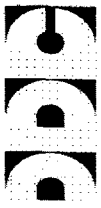


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			DOLLARS	CTS	DOLLARS	CTS
4.11 CA (009)	451.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 1	00	\$ 451	00
4.13 AAS (010)	5,378.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 10	00	\$ 53,780	00
4.13 BAS (011)	842.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 15	00	\$ 12,630	00
4.13 BR (012)	28,690.0 S.F.	7" REINFORCED CONCRETE SIDEWALK (UNPIGMENTED)	\$ 15	00	\$ 430,350	00

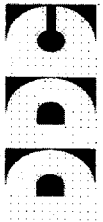


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			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (013)	176.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 1	00	\$ 176	00
51.11P004 (014)	1.0 EACH	STANDARD 4'-0" DIAMETER PRECAST MANHOLE	\$ 4000	00	\$ 4000	00
51.21S0A1000V (015)	1.0 EACH	STANDARD MANHOLE TYPE A-1	\$ 4000	00	\$ 4000	00
51.22RM (016)	6.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SEWER	\$ 100	00	\$ 600	00



04/15/2013  
9:30AM  
BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
51.23RF (017)	8.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 100	00	\$ 800	00
51.41S001 (018)	7.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 5,000	00	\$ 35,000	00
51.41S002 (019)	1.0 EACH	STANDARD CATCH BASIN, TYPE 2	\$ 5,000	00	\$ 5,000	00
51.42B1X (020)	4.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITHOUT CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 4,000	00	\$ 16,000	00

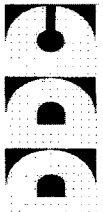
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			DOLLARS	CTS	DOLLARS	CTS
51.71M00000 (021)	6.0 EACH	MODIFICATION OF EXISTING MANHOLE	\$ 100	00	\$ 600	00
52.11D12 (022)	240.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 200	00	\$ 48,000	00
55.11AB (023)	3.0 EACH	ABANDONING BASINS AND INLETS	\$ 2,000	00	\$ 6,000	00
6.02 AAN (024)	1,193.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 0	00	\$ 119	30



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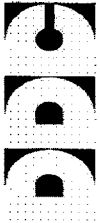
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			DOLLARS	CTS	DOLLARS	CTS
6.02 XHEC (025)	425.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 1	00	\$ 425	00
6.02 XSCW (026)	22.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 1	00	\$ 22	00
6.03 AA (027)	380.0 S.Y.	STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	\$ 100	00	\$ 38,000	00
6.03 CA (028)	96.0 S.Y.	STRIPPING PAVEMENT SURFACE (GRANITE BLOCK) (DISPOSAL OF BLOCK)	\$ 1	00	\$ 96	00



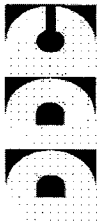
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			DOLLARS	CTS	DOLLARS	CTS
6.22 F (029)	990.0 LBS.	ADDITIONAL HARDWARE	\$ 0	00	\$ 99	00
6.25 RS (030)	660.0 S.F.	TEMPORARY SIGNS	\$ 1	00	\$ 660	00
6.28 BA (031)	286.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$ 1	00	\$ 286	00
6.40 B (032)	24.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ 6,000	00	\$ 144,000	00



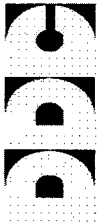
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			DOLLARS	CTS	DOLLARS	CTS
6.43 (033)	440.0 SETS	PHOTOGRAPHS	\$ 15	00	\$ 6,600	00
6.44 (034)	20,471.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 0	80	\$ 16,376	80
6.49 (035)	440.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 1	00	\$ 440	00
6.50 (036)	4.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$ 1	00	\$ 4	00

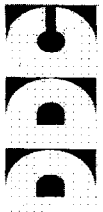
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			DOLLARS	CTS	DOLLARS	CTS
6.52 (037)	6,310.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON  Unit price bid shall not be less than: \$ 75.00	\$ 75	00	\$ 473,250	00
6.53 (038)	19,302.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 0	35	\$ 6,755	70
6.55 (039)	6,268.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 0	00	\$ 626	80
6.82 A (040)	201.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 1	00	\$ 201	00



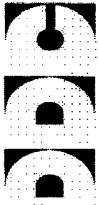
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			DOLLARS	CTS	DOLLARS	CTS
6.82 B (041)	66.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 1	00	\$ 66	00
6.83 AB (042)	383.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 1	00	\$ 383	00
6.83 AR (043)	347.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ 1	00	\$ 347	00
6.83 BA (044)	347.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 1	00	\$ 347	00

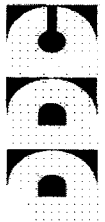
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			DOLLARS	CTS	DOLLARS	CTS
6.83 BB (045)	383.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 1	00	\$ 383	00
6.84 B (046)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 36,750.00	\$ 36,750.00		\$ 36,750.00	
6.86 AA (047)	29.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$ 1	00	\$ 29	00
6.86 AB (048)	139.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$ 1	00	\$ 139	00



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			DOLLARS	CTS	DOLLARS	CTS
6.86 BA (049)	29.0 S.F.	INSTALLING STREET NAME SIGNS	\$ 1	00	\$ 29	00
6.86 BB (050)	139.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ 1	00	\$ 139	00
6.87 (051)	1,389.0 EACH	PLASTIC BARRELS	\$ 0	10	\$ 138	90
6.91 (052)	1,708.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 0	10	\$ 170	80

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			DOLLARS	CTS	DOLLARS	CTS
6.99 (053)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 5,000	00	\$ 5,000	00
60.11R520 (054)	636.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 120	00	\$ 76,320	00
60.11R606 (055)	32.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 40	00	\$ 1,280	00
60.11R608 (056)	275.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 45	00	\$ 12,375	00



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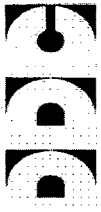
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			DOLLARS	CTS	DOLLARS	CTS
60.11R612 (057)	698.0 I.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 65	00	\$ 45,370	00
60.12D06 (058)	35.0 I.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 150	00	\$ 5,250	00
60.12D08 (059)	296.0 I.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 200	00	\$ 59,200	00
60.12D12 (060)	767.0 I.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 200	00	\$ 153,400	00



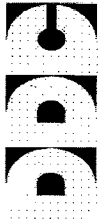
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			DOLLARS	CTS	DOLLARS	CTS
60.12D20 (061)	722.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 200	00	\$ 144,900	00
60.13M0A24 (062)	21.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 7000	00	\$ 147,000	00
61.11DM06 (063)	3.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 900	00	\$ 2,700	00
61.11DM08 (064)	1.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,400	00	\$ 1,400	00



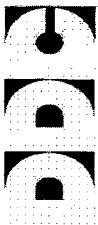
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			DOLLARS	CTS	DOLLARS	CTS
61.11DM12 (065)	6.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,700	00	\$ 16,200	00
61.11DM20 (066)	3.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 18,000	00	\$ 54,000	00
61.12DM06 (067)	3.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1	00	\$ 3	00
61.12DM08 (068)	1.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1	00	\$ 1	00

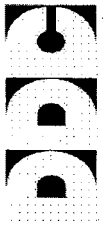
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			DOLLARS	CTS	DOLLARS	CTS
61.12DM12 (069)	6.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1	00	\$ 6	00
61.12DM20 (070)	3.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1	00	\$ 3	00
62.11SD (071)	3.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 2,800	00	\$ 8,400	00
62.12SG (072)	3.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,500	00	\$ 4,500	00

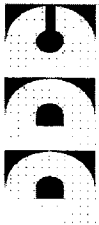


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			DOLLARS	CTS	DOLLARS	CTS
62.13RH (073)	3.0 EACH	REMOVING HYDRANTS	\$ 1	00	\$ 3	00
62.14FS (074)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 200	00	\$ 1,200	00
63.11VC (075)	8.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 1	00	\$ 8	00
64.11ST (076)	30.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 200	00	\$ 6,000	00

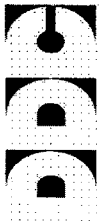


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			DOLLARS	CTS	DOLLARS	CTS
64.12ESLT (077)	117.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 30	00	\$ 3,570	00
65.11BR (078)	4,965.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 1	00	\$ 4,965	00
65.21PS (079)	910.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE  Unit price bid shall not be less than: \$ 0.53	\$ 0	53	\$ 482	30
65.31FF (080)	17,391.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.11	\$ 0	11	\$ 1,913	01



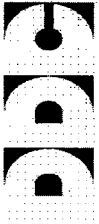
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			DOLLARS	CTS	DOLLARS	CTS
65.71SG (081)	106.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 1	00	\$ 106	00
7.13 B (082)	18.0 MONTH	MAINTENANCE OF SITE  Unit price bid shall not be less than: \$ 7,875.00	\$ 8,000	00	\$ 144,000	00
7.16 D (083)	66.0 C.Y.	TEST PITS	\$ 1	00	\$ 66	00
7.19 (084)	849.0 L.F.	LOAD TRANSFER JOINT	\$ 1	00	\$ 849	00

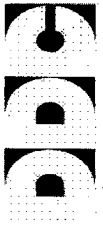
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			DOLLARS	CTS	DOLLARS	CTS
7.30 A (085)	237.0 C.Y.	REMOVAL OF TRACK	\$ 1	00	\$ 237	00
7.36 (086)	1,430.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 0	00	\$ 143	00
7.88 AA (087)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING  Unit price bid shall not be less than: \$ 2,100.00	\$ 2,100	00	\$ 2,100	00
7.88 AB (088)	177.0 EACH	RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 63.00	\$ 63	00	\$ 14,151	00



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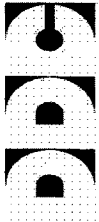
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			DOLLARS	CTS	DOLLARS	CTS
7.88 AC (089)	177.0 EACH	BAITING OF RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 9.71	\$ 10	00	\$ 1,770	00
7.88 AD (090)	24.0 BLOCK	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 68.25	\$ 70	00	\$ 1,680	00
70.31FN (091)	1,641.0 L.F.	FENCING  Unit price bid shall not be less than: \$ 2.10	\$ 2	10	\$ 3,446	10
70.61RE (092)	44.0 C.Y.	ROCK EXCAVATION	\$ 1	00	\$ 44	00



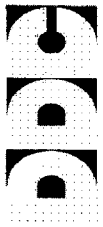
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			DOLLARS	CTS	DOLLARS	CTS
70.71SB (093)	44.0 C.Y.	STONE BALLAST  Unit price bid shall not be less than: \$ 15.75	\$ 15	75	\$ 693	00
70.81CB (094)	295.0 C.Y.	CLEAN BACKFILL  Unit price bid shall not be less than: \$ 15.75	\$ 15	75	\$ 4616	25
70.91SW20 (095)	5,129.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 0	00	\$ 512	80
73.31AE0 (096)	14.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Unit price bid shall not be less than: \$ 21.00	\$ 21	00	\$ 294	00



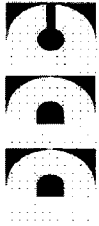
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0056C  
Project ID HWSRT200A

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
73.41AG (097)	75.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL  Unit price bid shall not be less than: \$ 15.75	\$ 15	75	\$ 1,181	25
8.01 C1 (098)	1,700.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ 1	00	\$ 4,700	00
8.01 C2 (099)	5.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ 100	00	\$ 500	00
8.01 H (100)	1.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ 100	00	\$ 100	00

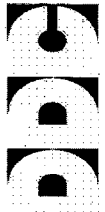
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			DOLLARS	CTS	DOLLARS	CTS
8.01 S (101)	1.0 L.S.	HEALTH AND SAFETY	\$ 1	00	\$	00
8.01 W1 (102)	7.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$ 1	00	\$ 7	00
8.01 W2 (103)	1.0 SETS	SAMPLING AND TESTING OF WATER	\$ 1	00	\$	00
8.02 A (104)	367.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 1	00	\$ 367	00



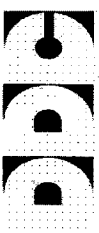
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			DOLLARS	CTS	DOLLARS	CTS
8.02 B (105)	263.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ /	00	\$ 263	00
9.00 C (106)	18.0 C.F.	EXPLORATORY TEST PITS	\$ /	00	\$ /	00
9.04 HW (107)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 52,500.00	\$ 52,500.00		\$ 52,500.00	
9.99 M (108)	24.0 MONTH	FLASHING ARROW BOARD	\$ 300	00	\$ 7,200	00

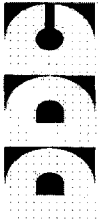
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			DOLLARS	CTS	DOLLARS	CTS
SL-20.02.02 (109)	8.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 630	00	\$ 5070	00
SL-20.08.03 (110)	8.0 EACH	REMOVE PORTION OF A CONCRETE FOUNDATION. USE THIS ITEM WHERE LAMPPOST LOCATION IS BEING ABANDONED.	\$ 200	00	\$ 1600	00
SL-21.01.11 (111)	8.0 EACH	FURNISH AND INSTALL TYPE "BB" TWIN ARMS OR OTHER PEDESTRIAN TYPE LAMPPOST WITH 20" TRANSFORMER BASE, AS PER DRAWINGS H-5239 AND H-5235.	\$ 1,000	00	\$ 8,000	00
SL-21.09.05 (112)	8.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ 410	00	\$ 3280	00

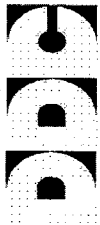


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			DOLLARS	CTS	DOLLARS	CTS
SL-22.03.18 (113)	16.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$ 360	00	\$ 5,760	00
SL-26.01.01 (114)	8.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ 47	00	\$ 376	00
T-1.1 (115)	3.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 790	00	\$ 2,370	00
T-1.18 (116)	4.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 1	00	\$ 4	00

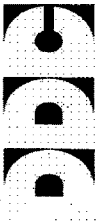


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			DOLLARS	CTS	DOLLARS	CTS
T-2.1 (117)	3.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 170	00	\$ 510	00
T-2.16 (118)	5.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ 900	00	\$ 4,500	00
T-2.18 (119)	2.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH CONTROLLER AND SIGNALS	\$ 1,060	00	\$ 2,120	00
T-2.22 (120)	3.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 250	00	\$ 750	00



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			DOLLARS	CTS	DOLLARS	CTS
T-20000 (121)	3.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ 475	00	\$ 1410	00
T-20020 (122)	9.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 17	00	\$ 153	00
T-3.1 (123)	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 150	00	\$ 150	00
T-3.19 (124)	10.0 EACH	REMOVE SIGNAL HEAD FROM OTHER STRUCTURES	\$ 1	00	\$ 10	00



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			DOLLARS	CTS	DOLLARS	CTS
T-3.21 (125)	3.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 150	00	\$ 450	00
T-3.22 (126)	3.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM OTHER STRUCTURES	\$ 100	00	\$ 300	00
T-3.4 (127)	17.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON STEEL STRUCTURE (PER FACE)	\$ 50	00	\$ 850	00
T-3.6 (128)	5.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 75	00	\$ 375	00



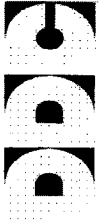
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			DOLLARS	CTS	DOLLARS	CTS
T-30013L (129)	8.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ 300	00	\$ 2,400	00
T-31150 (130)	1.0 EACH	FURNISH "1SA" ALUMINUM DIE CASTINGS AND ASSEMBLY FOR POST SIGNAL MOUNTING	\$ 300	00	\$ 300	00
T-31200 (131)	7.0 EACH	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 50	00	\$ 350	00
T-31210 (132)	20.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 25	00	\$ 500	00

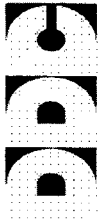
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			DOLLARS	CTS	DOLLARS	CTS
T-31340 (133)	8.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 60	00	\$ 480	00
T-31351 (134)	2.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 170	00	\$ 340	00
T-31501AA (135)	4.0 EACH	FURNISH 12" AMBER ARROW LED (AS PER NYC SPEC)	\$ 200	00	\$ 800	00
T-31501-RA (136)	2.0 EACH	FURNISH 12 INCH RED ARROW LED (AS PER ITE SPECIFICATION 1/1/98)	\$ 300	00	\$ 600	00



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			DOLLARS	CTS	DOLLARS	CTS
T-33000L (137)	10.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ 250	00	\$ 2,500	00
T-4.1 (138)	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ 900	00	\$ 900	00
T-4.8 (139)	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ 550	00	\$ 550	00
T-5.18 (140)	35.0 I.F.	FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ 65	00	\$ 2,275	00

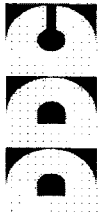
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			DOLLARS	CTS	DOLLARS	CTS
T-5.19 (141)	9.0 L.F.	FURNISH AND INSTALL 1-1/2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ 50	00	\$ 450	00
T-5.2 (142)	154.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 100	00	\$ 15,400	00
T-5.20 (143)	9.0 L.F.	FURNISH AND INSTALL 1" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ 100	00	\$ 900	00
T-5.32 (144)	154.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 1	00	\$ 154	00



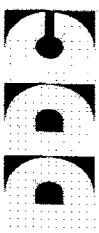
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			DOLLARS	CTS	DOLLARS	CTS
T-5.37 (145)	44.0 L.F.	REMOVE CONDUIT FROM "ELEVATED" STRUCTURE	\$ 10	00	\$ 440	00
T-5.7 (146)	18.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	\$ 35	00	\$ 630	00
T-6.10 (147)	560.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ 2	00	\$ 1120	00
T-6.11 (148)	440.0 L.F.	REMOVE OVERHEAD CABLE AND SUPPORTS	\$ 3	00	\$ 1320	00

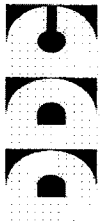
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			DOLLARS	CTS	DOLLARS	CTS
T-6.2 (149)	400.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ 4	00	\$ 1,600	00
T-6.7 (150)	440.0 L.F.	INSTALL MULTIPLE CABLE AND SUPPORTS ON STRUCTURE	\$ 8	00	\$ 3,520	00
T-60000B (151)	704.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ 1	25	\$ 880	00
T-60040 (152)	792.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 1	25	\$ 990	00



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			DOLLARS	CTS	DOLLARS	CTS
T-60190 (153)	1,056.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 1	70	\$ 1,795	20
T-7.18 (154)	1.0 EACH	FURNISH JUNCTION BOX (10" X 8" X 4")	\$ 120	00	\$ 120	00
T-7.21 (155)	1.0 EACH	INSTALL JUNCTION BOX ON "ELEVATED" STRUCTURE	\$ 500	00	\$ 500	00
T-7.47 (156)	1.0 EACH	REMOVE JUNCTION BOX	\$ 100	00	\$ 100	00



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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (157)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 2,855,453	31
SUB-TOTAL:					\$ 114,218	13
TOTAL BID PRICE:					\$ 2,969,671	44

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.

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#1

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Triumph Construction Corp.

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company

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 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 \_\_\_\_\_  
Safe Routes to Transit, Phase I Borough of the Bronx

FMS Project ID #MSRT200A PIN #8502012HW0056C

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 May, 2013.

(Seal)

Triumph Construction Corp. (L.S.)  
Principal

By: 

(Seal)

Liberty Mutual Insurance Company

Surety

By: 

Francesca P. McAllan, Attorney in Fact

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BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:  
On this 22nd day of May, 2013, before me personally came  
Carlo Cuzzo to me known, who, being by me duly sworn, did depose and say  
that he resides at 15 Winchester Road New Rochelle NY  
that he is the CEO of Triumph Construction Corp.  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of  
the directors of said corporation, and that he signed his name thereto by like order.

SHIRLEY JACOBS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01346178625  
Qualified in Westchester County  
My Commission Expires Notary Public, 2014

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

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

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

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1951  
1952  
1953  
1954



SURETY ACKNOWLEDGMENT

State of     New Jersey    

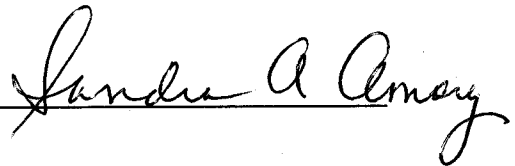
County of     Union    

On this     22nd     day of     May, 2013    

Before me personally came     Francesca P. McAllan     to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of     Liberty Mutual Insurance Company     the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SANDRA A. AMORY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires  
August 31, 2016

My commission expires \_\_\_\_\_



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

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

Certificate No. 5640176

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

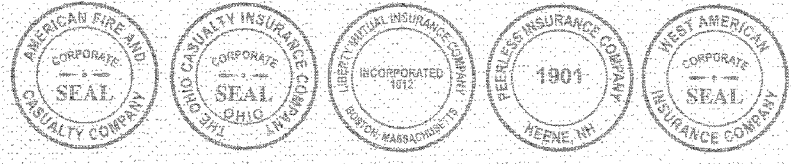
Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Francesca P. McAllan; Lisa A. Anderson; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Amory; Sandra A. Pace; Thomas M. True

all of the city of Westfield, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2012.



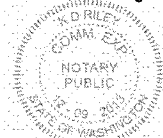
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 6th day of November, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

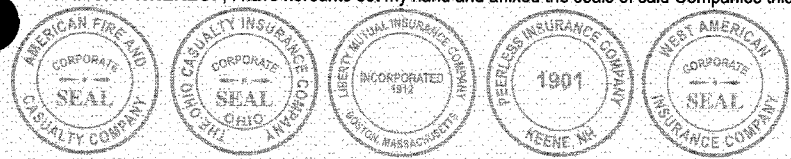
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 May, 20 13.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2012

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$ 903,711,694	Unearned Premiums..... \$4,205,141,671
*Bonds — U.S Government..... 1,166,929,471	Reserve for Claims and Claims Expense ..... 17,056,420,207
*Other Bonds..... 11,415,194,219	Funds Held Under Reinsurance Treaties..... 1,315,062,091
*Stocks ..... 8,104,853,899	Reserve for Dividends to Policyholders..... 2,455,411
Real Estate..... 255,967,320	Additional Statutory Reserve..... 49,768,998
Agents' Balances or Uncollected Premiums..... 3,482,069,753	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 144,016,763	Other Liabilities..... <u>3,066,051,537</u>
Other Admitted Assets..... <u>14,732,623,458</u>	<b>Total ..... \$25,694,899,915</b>
<b>Total Admitted Assets..... <u>\$40,205,366,577</u></b>	Special Surplus Funds..... \$604,621,497
	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,899,471,886
	Unassigned Surplus..... 5,996,373,279
	<b>Surplus to Policyholders..... <u>14,510,466,662</u></b>
	<b>Total Liabilities and Surplus..... <u>\$40,205,366,577</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary

11-11-68



#1

## M/WBE PROGRAM

### SUBCONTRACTOR UTILIZATION PLAN – SCHEDULE B

Subcontractor Utilization Plan (Schedule B): The Subcontractor Utilization Plan (Schedule B) for this Contract is set forth on the following pages of this Bid Booklet. The Subcontractor 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 a Subcontractor Utilization Plan (Part II) with its bid.

Contract Provisions: Contract provisions regarding the participation of MWBE firms are set forth in Article 77 of the Contract. The bidder is advised to review these contract provisions.

Waiver: The bidder may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Article 77 of the Contract (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 Target Subcontracting Percentage is set forth in the Subcontractor Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete the Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Subcontractor Utilization Plan, Part III). In the event that the City determines that the bidder has submitted a Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, 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 plan 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) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If 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.



THE CITY OF NEW YORK

**SCHEDULE B - Subcontractor Utilization Plan - Part I: Agency's Target**

This page to be completed by contracting agency

**Contract Overview**

Pin # 8502012HW0056C FMS Project ID#: HWSRT200A  
 Project Title Safe Routes to Transit, Phase I  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101  
 Contact Person Patricia Funches Title MWBE Compliance Analyst  
 Telephone # (718) 391-1373 Email funchesp@ddc.nyc.gov

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

**SAFE ROUTES TO TRANSIT, PHASE I  
 IN THE VICINITY OF THE FOLLOWING LOCATIONS:  
 WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
 WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
 WESTCHESTER AVENUE AT ZEREGA AVENUE  
 WESTCHESTER AVENUE AT MIDDLETOWN ROAD  
 INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
 MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
 TRAFFIC SIGNAL WORK  
 Together With All Work Incidental Thereto  
 BOROUGH OF THE BRONX  
 CITY OF NEW YORK**

(1)  **Target Subcontracting Percentage**  
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. \_\_\_\_\_ **EXEMPT%**

**Subcontractor Participation Goals\***

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	UNSPECIFIED %	0 %
Hispanic American	UNSPECIFIED %	0 %
Asian American	UNSPECIFIED %	No Goal
Caucasian Female	No Goal	0 %
<b>Total Participation Goals</b>	<b>(2) 0 %</b>	<b>(3) 0 %</b>

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



**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan**

This page and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.**

Bidder/proposer  **AFFIRMS** or  **DOES NOT AFFIRM** [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

- Bidder/proposer  **AFFIRMS** that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or
- AFFIRMS** that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or
  - DOES NOT AFFIRM**

**Section I: Prime Contractor Contact Information**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

**Section II: General Contract Information**

1. Define the industry in which work is to be performed.

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance. This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one):      b. Type of work on Subcontract (Check all that apply):

- Construction     Professional Services       Construction     Professional Services     Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? \_\_\_\_\_ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?     Yes     No

**Section III: Subcontractor Utilization Summary**

**IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p.9).**

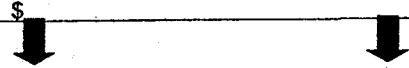
Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$ 1M for construction and/or professional services	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
	\$ _____	÷ \$ _____	X 100 = _____ %
<ul style="list-style-type: none"> <li>• <b>Subcontracts under \$1M (construction/professional services):</b> Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.</li> <li>• <b>Total Bid/Proposal Value:</b> Provide the dollar amount of the bid/proposal.</li> <li>• <b>Calculated Target Subcontracting Percentage:</b> The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. <b>This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1).</b></li> </ul>			
<p>NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).</p>			

**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan – cont.**

**Step 2:**  
Calculate value of subcontractor participation goals

**Subcontracts under \$1M**  
(construction/professional services)

a. Copy value from Step 1, line (4) – the total value of all expected subcontracts Under \$1M for construction and/or professional services



- b.
- From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services.
  - If all subcontracts under \$1M are in one industry, enter "0" for the industry with no subcontracts.
  - Amounts listed on these lines should add up to the value from line a.

	Construction	Professional Services
<b>Subcontracts under \$1M by industry</b>	\$ _____	\$ _____

- For Construction enter percentage from line (2) from Page 6.
- For Professional Services enter percentage from line (3) from Page 6.

c. **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

<b>Total Participation Goals</b>	x _____ %	x _____ %
----------------------------------	-----------	-----------

<b>d. Value of Total Participation Goals</b>	\$ _____	\$ _____
--	----------	----------

**Step 3:** *Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor*

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

*Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor*

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

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

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature _____	Date <u>5/22/13</u>
Print Name <u>Carl W. ...</u>	Title <u>President</u>

**SCHEDULE B - PART III - REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE**

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_

PIN # (for this procurement) \_\_\_\_\_ Type of work on Prime Contract \_\_\_\_\_ Type of work on Subcontract (Check all that apply):

(Check one):

Construction

Construction

Other

Professional Services

Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)

\_\_\_\_\_ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

\_\_\_\_\_ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

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

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other \_\_\_\_\_

**References**

List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

List 3 most recent contracts/subcontracts performed for other agencies/entities (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

**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: \_\_\_\_\_

**(NO TEXT ON THIS PAGE)**

#1  
**APPRENTICESHIP PROGRAM REQUIREMENTS**

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

\_\_\_\_\_ YES

✓ \_\_\_\_\_ NO

**(1) Apprenticeship Program Requirements**

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

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

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

**(2) Apprenticeship Program Questionnaire**

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID. HWSRT200A

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

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_  
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Bidder: Triumph Const. Corp.

By: [Signature]  
(Signature of Partner or Corporate Officer)

Title: President

Date: 5/22/13

# SAFETY QUESTIONNAIRE

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

**1. Bidder Information:**

Company Name: Triumph Const. Corp.

DDC Project Number: HWSPT 200A

Company Size: \_\_\_\_\_ Ten (10) employees or less  
 Greater than ten (10) employees

Company has previously worked for DDC

**2. Type(s) of Construction Work**

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highway and Street Construction	<input checked="" type="checkbox"/>	_____
Heavy Construction, except highways	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Specialty Trade Contracting	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Abatement	_____	_____
Other (specify)	_____	_____

**3. Experience Modification Rate:**

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

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	INTRASTATE RATE	INTERSTATE RATE
<u>2012</u>	<u>.92</u>	<u>.92</u>
<u>2011</u>	<u>1.19</u>	<u>1.19</u>
<u>2010</u>	<u>1.15</u>	<u>1.15</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:**

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

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

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

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

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

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

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





1354 Seneca Avenue  
Bronx, NY 10474

Phone: 718 861-6060  
Fax: 718 861-6660

May 22, 2013

City of New York  
Department of Design & Construction  
30-30 Thompson Avenue  
Long Island City, NY 11101

Re: Written Explanation of Mode Reduction for Triumph Construction Corp.

To Whom It May Concern:

In 2010, Tom Miller from Risk and Safety Advisors was hired as the safety consultant for Triumph Construction to evaluate our safety and health program as well as to monitor safety compliance in the field. He re-wrote the safety program, conducted additional training and prepared on site safety audits for Triumph. In 2011, he was hired as a full time employee at Triumph and began spearheading a comprehensive daily loss control program.

As a result of the aforementioned safety efforts, Triumph's EMR was reduced to .92 for 2012. We look forward to continued implementation of our safe work practices this year and a further reduction in the EMR for 2013.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Cuzzi", written over a white background.

Dominick Cuzzi  
Project Manager



YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2010</u>	<u>373,690</u>	<u>1.6</u>
<u>2011</u>	<u>470,822</u>	<u>.64</u>
<u>2012</u>	<u>347,179</u>	<u>1.15</u>

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

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

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

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

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

NO Accident on previous DDC Project(s).

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

Date: 5/22/13 By: [Signature]  
 (Signature of Owner, Partner, Corporate Officer)  
 Title: President

(NO TEXT ON THIS PAGE)

# 1

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: Triumph Const Corp.

Name of Project: Queens Plaza Bicycle + Ped. Improvements

Location of Project: Queens Plaza

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

Name: Dan Colargione

Title: PM Phone Number: 212-312-3765

Brief description of the Project completed or the Project in progress: Water main, Sewer, lighting, Signal work, Concrete, Sidewalk, asphalt milling + paving, Landscaping, Pavers, Irrigation

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

Amount of Contract, Subcontract or Sub-subcontract: 38,330,205.89

Start Date and Completion Date: 2009-2012

\*\*\*\*\*

Name of Contractor: Triumph Const. Corp

Name of Project: Low Pressure water main

Location of Project: Brooklyn Navy Yard.

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

Name: Tony Jarsembrowski

Title: President Phone Number: 718-907-5952

Brief description of the Project completed or the Project in progress: Water main, Sewer, Lighting, Signal, Concrete Sidewalk, asphalt paving, Landscaping, PAVING

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

Amount of Contract, Subcontract or Sub-subcontract: 12,937,036.73

Start Date and Completion Date: 2010-2012



**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
Reconstruction of Canal Basin - Manhattan	Basins, utilities, site work	\$ 1,697,108	July 2012	Pierre Lamere NYC DDC 347-213-1360	Jr - Louise
Recon. of Building 92, Brooklyn	Site work utilities	\$ 2,376,989	May 2012	BAVDC-118 Tommy G. 9452	Jr - Louise
Queens Plaza Improvement Project	Site work utilities	\$ 38,350,225	April 2012	NYC DDC Don Colonna 718-312-5765	"
Jackson ave Streetscape (Queens)	Site work utilities	\$ 11,856,276	Sept. 2011	NYC DDC EMILL 718-318-3381	"
Downtown Brooklyn Traffic Calming	Site work utilities	\$ 6,314,881	July 2010	NYC DDC Ashok Desai 718-768-8159	"





**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
Beltway Parkway Streetscape	Rehabilitation Project	\$5,470,017	\$800,000	\$700,500	2013	NYCDE Foley Blankin 718-622-8226	
Prism & Pearl Refracts (2x4mm)	Sitework utilities	\$4,185,734	\$60,000	\$2,800,000	2014	NYCDE GMR Sullivan 212-768-0509	
Brooklyn rail 5-Curve	Sitework utilities	\$3,918,136	\$1,800,000	\$2,670,000	2013	NYCDE Hayden Johnson 718-622-8226	
Downtown BK Traffic Phase II	Watermark Survey, CC	\$6,293,074	\$1,500,000	\$2,700,000	2013	NYCDE ASAC 718-768-0130	



**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
Astor Pl. HWMP 116	Sewer, water main, traffic	5,357,066	TBD	-	-
RED 369 BK + SI	Water main	3,790,891.36	TBD	-	-
HWMP 2012 QC (overruns)	Complex Pumps	4,189,951.60	TBD	-	-
HWMP 2012 QC Overruns Plaza	Per Circulation Improvements	# 1,577,595.55	TBD	-	-



# Certificate of No Change Form

- Please fill in all the fields and DO NOT leave any field blank.
- 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, Carlo Cuzzi, 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: Triumph Const. Corp.

Vendor's Address: BSA Seneca Ave Bronx NY 10474

Vendor's EIN or TIN: 134050635 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 by the submitting vendor: 12/22/10

Signature date on changed submission, if applicable, for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1	Carlo Cuzzi	12/22/10	
2			
3			
4			
5			
6			

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

## Certification *This section is required.*

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

### Certified By:

Carlo Cuzzi  
Name (Print)

President  
Title

Triumph Const. Corp.  
Name of Submitting Entity

[Signature] 9/25/13  
Signature Date

### Notarized By:

[Signature]  
Notary Public

BONNIE PORZIO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02PO6088808  
Qualified in Nassau County  
County License Issued Expires March 2015 License Number

Sworn to before me on: Sept. 25, 2013  
Date

#1

## 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: Westchester New York  
5/22, 2013

  
\_\_\_\_\_  
SIGNATURE  
  
Carlo Corri  
\_\_\_\_\_  
PRINTED NAME  
  
President  
\_\_\_\_\_  
TITLE

Sworn to before me this  
22 day of May, 2013  
SHIRLEY JACOBS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JAC78626  
Notary Public in Westchester County  
My Commission Expires August 05, 2014  
Dated:



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

CONSTRUCTION EMPLOYMENT REPORT  
 INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

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

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

**Certificate of Approval**

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

**Continued Approval Certificate**

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

**Conditional Certificate of Compliance**

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

**Determination of Nonperformance**

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

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

**General Information**

**Part I: Contractor/Subcontractor Information**

**Part II: Employment Policies and Practices**

**Part III: Contract Bid Information and Projected and Current Workforce Forms**

**Signature Page**

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- Questions 4 – 8: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 9: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 10: Please provide the number of permanent employees in your company.
- Question 11a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.
- Questions 12 – 14: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
- General Information section
  - Part I - Contractor/Subcontractor Information
  - Form B - Projected Workforce
  - Signature Page

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

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

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

- Question 15: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
  - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
  - Include copies of all corrective actions and documentation of OFCCP's performance; and
  - Provide a copy of all stated OFCCP findings.
- Question 16: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

**PART II: EMPLOYMENT POLICIES AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor  Subcontractor
- 1a. Are MWBE 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 MWBEs for contracting opportunities: Yes  No
4. Is this project subject to a project labor agreement? Yes  No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 134050035 DCuzzi@Triumph Const Corp. com  
Employer Identification Number or Federal Tax I.D./ Email Address
6. Triumph Const Corp.  
Company Name
7. 1354 Jerome Ave Bronx NY 10474  
Company Address and Zip Code
8. Carlo Cuzzi 718-861-6060  
Chief Operating Officer Telephone Number
9. SAME  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #7, write "same")
10. SAME  
Name of Prime Contractor and Contact Person  
(If same as Item #5, write "same")
11. Number of employees in your company: 203

12. Contract information:

- (a) NYCDDC  
Contracting Agency (City Agency)
- (b) 2,969,671.44  
Contract Amount
- (d) 8502012HW0056C  
Procurement Identification Number (PIN)
- (e) \_\_\_\_\_  
Contract Registration Number (CT#)
- (f) TBD  
Projected Commencement Date
- (g) TBD  
Projected Completion Date

(h) Description and location of proposed contract:

Safe Routes in Bronx, NY

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 <input checked="" type="checkbox"/> |
| (b) After a conditional job offer          | Yes <input checked="" type="checkbox"/> | No ___                                 |
| (c) After a job offer                      | Yes <input checked="" type="checkbox"/> | No ___                                 |
| (d) Within the first three days on the job | Yes ___                                 | No <input checked="" type="checkbox"/> |
| (e) To some applicants                     | Yes ___                                 | No <input checked="" type="checkbox"/> |
| (f) To all applicants                      | Yes ___                                 | No <input checked="" type="checkbox"/> |
| (g) To some employees                      | Yes ___                                 | No <input checked="" type="checkbox"/> |
| (h) To all employees                       | Yes <input checked="" type="checkbox"/> | No ___                                 |

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

Employer files

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.

see attached

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. Attached

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.





1354 Seneca Avenue  
Bronx, New York 10474  
Phone: 718 861-6060  
Fax: 718 861-6660

---

**QUESTION #18**

- A) Health benefits are offered to non-union employees after 3 months of employment. Union employees are covered by their Union Benefits in which Triumph pays into as per our collective bargaining agreements.
- B) Disability coverage is paid to NYS as required. Life insurance and other optional coverage may be provided by Triumph on a case by case basis. Union employees are cover as per union benefits.
- C) Triumph does have a written policy that is approx. 36 pages and is available upon request.
- D) Triumph does have a written policy that is approx. 36 pages and is available upon request.
- E) Triumph does have a written policy that is approx. 36 pages and is available upon request.
- F) Union administered
- G) Collective bargaining agreements are available for review if required
- H) Employment applications are help in employee files; which are maintained at our office
- I) Employee evaluations are performed on an informal basis
- J) We do have an internal as needed leave policy that is discussed individually upon request.





1354 Seneca Avenue  
Bronx, New York 10474  
Phone: 718 861-6060  
Fax: 718 861-6660

It is the policy of Triumph Construction Corp. not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. We will take specific action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status. Such action shall include, but not be limited to the following: recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other Terms and Conditions of Employment except as provided by law.

**TRIUMPH CONSTRUCTION CORP.**

**CARLO CUZZI, PRESIDENT**

  
\_\_\_\_\_  
Signature

5/22/13  
\_\_\_\_\_  
Date



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

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

---

---

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

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

---

---

RECEIVED  
NEW YORK STATE DEPARTMENT OF LABOR  
DIVISION OF LABOR RELATIONS  
ALBANY, NEW YORK  
MAY 12 1964

SIGNATURE PAGE

I, (print name of authorized official signing) Carlo Cuzzi 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.

Triumph Const. Corp.  
Contractor's Name

Dominick Cuzzi Project Manager  
Name of person who prepared this Employment Report Title

Carlo Cuzzi President  
Name of official authorized to sign on behalf of the contractor Title

718-861-6060  
Telephone Number

[Signature] 5/22/13  
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 22 day of MAY 20 13

[Signature]  
SHIRLEY JACOBS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 011A6C78625  
Notary Public  
Qualified in Westchester County  
My Commission Expires August 05, 2014

[Signature]  
Authorized Signature

5/27/13  
Date

# **SPECIAL NOTICE TO BIDDERS**

Please be advised that there are no M/WBE requirements for this project. However, the Contractor is subject to DBE goals of 5% in accordance with the requirements of the FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS, Article 29, as contained in Volume 3 of 3 under Addendum No. 2.

(NO TEXT ON THIS PAGE)



## 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.

(NO TEXT ON THIS PAGE)

**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: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I**  
**IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE**  
**WESTCHESTER AVENUE AT CASTLE HILL AVENUE**  
**WESTCHESTER AVENUE AT ZEREGA AVENEUE**  
**WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT**  
**MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND**  
**TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto**  
**BOROUGH OF THE BRONX**  
**CITY OF NEW YORK**

(NO TEXT ON THIS PAGE)

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

BID BOOKLET

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(NO TEXT ON THIS PAGE)

**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. Buy America Certification (Appendix A in Addendum No. 2)

**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~~ N/A
11. NYCDOT DBE Utilization Goal in Compliance with FTA DBE Requirements  
(Forms AAP 15, AAP 19 and AAPHC 89 FTA in Addendum No. 2)
12. Disclosure of Lobbying Activities (Appendix A1 in Addendum No. 2)
13. Debarment and Suspension Certification (Appendix A2) (To be submitted by successful Bidder)

This Contract must meet the requirements of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from transactions by any federal department or agency.

**FAILURE TO SUBMIT ITEMS (4) THROUGH (13)  
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, unless otherwise specified.
- (2) If additional information is required, please contact the Department of Design and Construction at 718-391-2601.
- (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: HWSRT200A**  
**PIN: 8502012HW0056C**

Description and Location of Work:

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:

WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT MARKINGS,  
SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK

Documents Available At:

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

Submission of Bids To:

30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on MAY 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 MAY 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 10% 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)

1. **Participation by Disadvantaged Business Enterprises (DBE)**

- 1.1. Bidders' attention is called to NYCDOT DBE Utilization Goal in Compliance with FTA DBE Requirements included in the FTA Contract Clauses (annexed to Addendum No. 2). A DBE utilization goal of 5 percent (5%) has been established for this Contract.
- 1.2. Bidders are required to document sufficient DBE participation to meet the contract specific goal of five percent (5%) DBE participation or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:
- NYCDOT DBE Utilization Goal Forms attached hereto as part of the FTA DBE Requirements. Please complete and submit with the bid the following (annexed to Addendum No. 2) :
    - a) (Form AAP 15) Please fill out to provide the Name of Bidder's Designated DBE Officer;
    - b) (Form AAP 19 FTA - DBE Schedule of Utilization).

**In preparation of the Bid Form, Bidders shall consider the Dollar Value of work to be performed by the potential DBE subcontractors. Please note that for Materials or Suppliers (MS) utilized to attain the project's 5% DBE goal, only 60% of associated supplier contract value could be accounted for the Dollar Value of Utilization.**

The following forms shall be provided by the successful bidder:

2. **Complete form AAPHC 89 FTA (DBE Utilization Worksheet) and 89-1 FTA to report if there has been any changes from original utilization plan (annexed to Addendum No. 2) to be submitted by the successful Bidder as a part of post-bid submission. Federal Aid Requirements**

- 2.1. Payments for the Contract Work will be funded in part by Federal funds from the Federal Transit Administration ("FTA") and New York State Department of Transportation (NYSDOT). The receipt of such funds is conditioned upon the Bidder's compliance with certain Federal and State provisions with respect to the submission of bids. The Bidder must comply with the applicable provisions set forth in the FTA Contract Clauses (annexed to Addendum No. 2), as well as Standard Clauses for All New York State Contracts (annexed to Addendum No. 2). The Bidder shall be responsible for submitting all certifications, schedules, documents and any other materials required hereunder.

3. **Federal Requirements Compliance Certifications**

- 3.1. FTA regulations require Bidders to complete and submit the following certifications which are annexed to the FTA Requirements:

3.1.1. **Buy America Certification (To be submitted with bid)**

- This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 5323(j) and the Federal Transit

Administration's implementing regulations found at 49 C.F.R. Part 661. These regulations require, as a matter of responsiveness, that the Bidder submits with its bid a completed certification in accordance with Part 661.6 or 661.12, as appropriate. These certifications are set forth in this solicitation at Appendix A (annexed to Addendum No. 2). **Bids that are not accompanied by a completed Buy America Certification shall be rejected as non-responsive.**

- If the Bidder seeks a waiver to the Buy America provision, an application for a waiver must be submitted. The application should contain its justification to support the waiver and must be submitted within five (5) working days of the bid opening. (The Bidder is referred to 49 CFR 661.7, for guidance on preparation of a Buy America waiver application).

3.1.2. Debarment and Suspension Certification (To be submitted by successful Bidder)

3.1.2.1. This Contract must meet the requirements of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from transactions by any federal department or agency.

3.1.2.2. Fill out and submit form on Appendix A2 (annexed to Addendum No. 2).

3.1.2.3. The Contractor must also ensure that they and their subcontractors are not included in the Excluded Parties list by visiting the Federal website and inserting their name in the "search exclusions" in the left hand bar and must provide the printout of the search result that shows that they are not listed in the Excluded Parties list <https://www.epls.gov/>.

3.1.3. Lobbying Certification (To be submitted by successful Bidder)

3.1.3.1. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

3.1.3.2. Fill out and submit form on Appendix A1 (annexed to Addendum No. 2).

3.1.4. Non-Collusive Bidding (See "Standard Clauses for all State Contracts" annexed to Addendum No. 2)

- 3.1.4.1. Both State law and Federal regulation require that for work performed under competitively bid contracts, financed with State and/or Federal funds, contractor submitting bids for such contracts certify that they have not engaged in any activity that would artificially affect prices or restrict competition through the exchange or sharing of information among bidders. In addition, Federal law required that the bidder certify that he/she is an eligible bidder under Federal regulations and is not under, or about to be faced with, any sanction imposed by any Federal agency.
- 3.1.5. DBE (See FTA Contract Clauses and Appendix B annexed to Addendum No. 2)
- 3.1.6. Federal Davis-Bacon Wage Rates. All Bidders are directed to the specific provisions of the Contract, that Applicable Statutes and Applicable Agreements that mandate compliance with legal requirements related to payment of wages, in particular, Federal Davis-Bacon Wage Rates applicable to the Contract work to be performed by the contractor at the time the work is performed.
  - 3.1.6.1. A copy of the current federal Davis-Bacon Wage rates as of the date this IFB was prepared is attached to Addendum No. 2. Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage rates in effect at the time after the issuance of this IFB including, without limitation, during the contract term. Federal Davis-Bacon Wage rates may be accessed through the US department of Labor's Website at:  
<http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

(NO TEXT ON THIS PAGE)



BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 CB) shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications, dated November 1, 2010, and as amended by Addendum No. 1, herein Volume 3 of 3, except for items beginning with the number "8.01".

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 52.11D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, and as amended by Addendum No. 3, herein Volume 3 of 3.

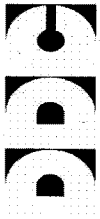
Items listed in the Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.11R612) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications, dated August 1, 2009, and as amended by Addendum No. 3, herein Volume 3 of 3.

Items listed in the Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.91SW20), shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications, dated August 1, 2009, as applicable, and as amended by Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the number 8.01 followed by a letter (e.g. 8.01 C2) shall comply with the requirements of the corresponding numerical Sections of the DDC Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials contained in Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.09.05) are Street Lighting Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in the Bid Schedule beginning with the prefix "T-", (e.g. T-2.1) are Traffic Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications, except Item number "T-60000B" in the Bid Schedule shall comply with the requirements of Section T-60000B in Addendum No. 1.



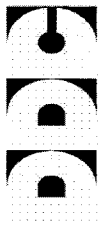
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BID SCHEDULE

- 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 - 43



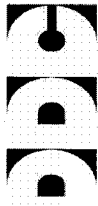
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.02 AG (001)	1,433.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ _____	_____ CTS	\$ _____
4.02 CB (002)	795.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ _____	_____ CTS	\$ _____
4.04 H (003)	113.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ _____	_____ CTS	\$ _____
4.04 HC (004)	42.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 8" THICK (HIGH-EARLY STRENGTH)	\$ _____	_____ CTS	\$ _____

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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
4.05 AX (005)	104.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ _____	_____	\$ _____	_____
4.09 AD (006)	1,157.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ _____	_____	\$ _____	_____
4.09 AF (007)	253.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	\$ _____	_____	\$ _____	_____
4.09 CD (008)	298.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$ _____	_____	\$ _____	_____

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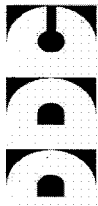
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.11 CA (009)	451.0 C.Y.	FILL, PLACE MEASUREMENT	\$		\$	
4.13 AAS (010)	5,378.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	
4.13 BAS (011)	842.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	
4.13 BR (012)	28,690.0 S.F.	7" REINFORCED CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	

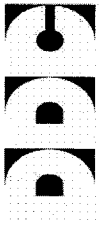
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			DOLLARS	CTS	
4.13 DE (013)	176.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ _____	_____	\$ _____
51.11P004 (014)	1.0 EACH	STANDARD 4'-0" DIAMETER PRECAST MANHOLE	\$ _____	_____	\$ _____
51.21S0A1000V (015)	1.0 EACH	STANDARD MANHOLE TYPE A-1	\$ _____	_____	\$ _____
51.22RM (016)	6.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SEWER	\$ _____	_____	\$ _____



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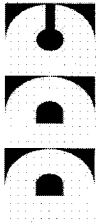
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.23RF (017)	8.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ _____	_____	\$ _____	_____
51.41S001 (018)	7.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ _____	_____	\$ _____	_____
51.41S002 (019)	1.0 EACH	STANDARD CATCH BASIN, TYPE 2	\$ _____	_____	\$ _____	_____
51.42B1X (020)	4.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITHOUT CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ _____	_____	\$ _____	_____



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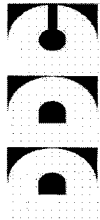


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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.71M00000 (021)	6.0 EACH	MODIFICATION OF EXISTING MANHOLE	\$ _____	_____	\$ _____	_____
52.11D12 (022)	240.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ _____	_____	\$ _____	_____
55.11AB (023)	3.0 EACH	ABANDONING BASINS AND INLETS	\$ _____	_____	\$ _____	_____
6.02 AAN (024)	1,193.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ _____	_____	\$ _____	_____

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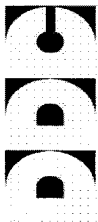
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.02 XHEC (025)	425.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$	—	\$	—
6.02 XSCW (026)	22.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$	—	\$	—
6.03 AA (027)	380.0 S.Y.	STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	\$	—	\$	—
6.03 CA (028)	96.0 S.Y.	STRIPPING PAVEMENT SURFACE (GRANITE BLOCK) (DISPOSAL OF BLOCK)	\$	—	\$	—

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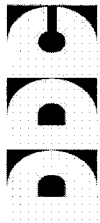
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.22 F (029)	990.0 LBS.	ADDITIONAL HARDWARE	\$ _____	_____	\$ _____	_____
6.25 RS (030)	660.0 S.F.	TEMPORARY SIGNS	\$ _____	_____	\$ _____	_____
6.28 BA (031)	286.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$ _____	_____	\$ _____	_____
6.40 B (032)	24.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ _____	_____	\$ _____	_____



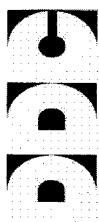
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			DOLLARS	CTS	DOLLARS	CTS
6.43 (033)	440.0 SETS	PHOTOGRAPHS	\$		\$	
6.44 (034)	20,471.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.49 (035)	440.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.50 (036)	4.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$		\$	

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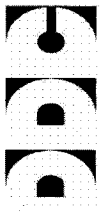
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.52 (037)	6,310.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON  Unit price bid shall not be less than: \$ 75.00	\$ _____	_____	\$ _____	_____
6.53 (038)	19,302.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ _____	_____	\$ _____	_____
6.55 (039)	6,268.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ _____	_____	\$ _____	_____
6.82 A (040)	201.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ _____	_____	\$ _____	_____

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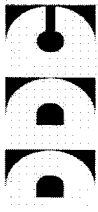
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			DOLLARS	CTS	
6.82 B (041)	66.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ _____	_____	\$ _____
6.83 AB (042)	383.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ _____	_____	\$ _____
6.83 AR (043)	347.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ _____	_____	\$ _____
6.83 BA (044)	347.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ _____	_____	\$ _____

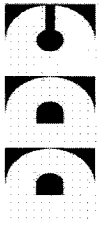
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			DOLLARS	CTS	DOLLARS	CTS
6.83 BB (045)	383.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ _____	_____ CTS	\$ _____	_____ CTS
6.84 B (046)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 36,750.00	\$ 36,750.00	_____ CTS	\$ 36,750.00	_____ CTS
6.86 AA (047)	29.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$ _____	_____ CTS	\$ _____	_____ CTS
6.86 AB (048)	139.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$ _____	_____ CTS	\$ _____	_____ CTS



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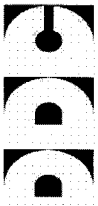
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			DOLLARS	CTS	
6.86 BA (049)	29.0 S.F.	INSTALLING STREET NAME SIGNS	\$ _____	_____ CTS	\$ _____
6.86 BB (050)	139.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ _____	_____ CTS	\$ _____
6.87 (051)	1,389.0 EACH	PLASTIC BARRELS	\$ _____	_____ CTS	\$ _____
6.91 (052)	1,708.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	
6.99 (053)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ _____	_____ CTS	\$ _____
60.11R520 (054)	636.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ _____	_____ CTS	\$ _____
60.11R606 (055)	32.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____
60.11R608 (056)	275.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____



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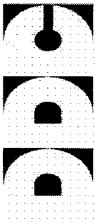
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
60.11R612 (057)	698.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____	\$ _____	_____
60.12D06 (058)	35.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____
60.12D08 (059)	296.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____
60.12D12 (060)	767.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____

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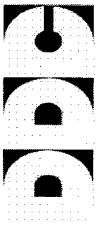
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
60.12D20 (061)	722.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____ CTS	\$ _____
60.13M0A24 (062)	21.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ _____	_____ CTS	\$ _____
61.11DMM06 (063)	3.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____ CTS	\$ _____
61.11DMM08 (064)	1.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____ CTS	\$ _____



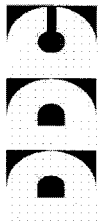
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			DOLLARS	CTS	DOLLARS	CTS
61.11DMM12 (065)	6.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.11DMM20 (066)	3.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.12DMM06 (067)	3.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.12DMM08 (068)	1.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____

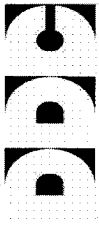
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.12DMM12 (069)	6.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.12DMM20 (070)	3.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
62.11SD (071)	3.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$		\$	
62.12SG (072)	3.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	



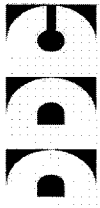
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			DOLLARS	CTS	DOLLARS	CTS
62.13RH (073)	3.0 EACH	REMOVING HYDRANTS	\$ _____	_____	\$ _____	_____
62.14FS (074)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ _____	_____	\$ _____	_____
63.11VC (075)	8.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ _____	_____	\$ _____	_____
64.11ST (076)	30.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
64.12ESLT (077)	117.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____	\$ _____	_____
65.11BR (078)	4,965.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ _____	_____	\$ _____	_____
65.21PS (079)	910.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE  Unit price bid shall not be less than: \$ 0.53	\$ _____	_____	\$ _____	_____
65.31FF (080)	17,391.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.11	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	DOLLARS	CTS
65.71SG (081)	106.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$		\$	
7.13 B (082)	18.0 MONTH	MAINTENANCE OF SITE	\$		\$	
7.16 D (083)	66.0 C.Y.	TEST PITS	\$		\$	
7.19 (084)	849.0 L.F.	LOAD TRANSFER JOINT	\$		\$	

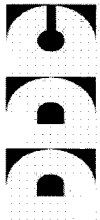
Unit price bid shall not be less than: \$ 7,875.00



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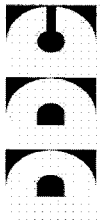
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			DOLLARS	CTS	
7.30 A (085)	237.0 C.Y.	REMOVAL OF TRACK	\$ _____	_____	\$ _____
7.36 (086)	1,430.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ _____	_____	\$ _____
7.88 AA (087)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING  Unit price bid shall not be less than: \$ 2,100.00	\$ _____	_____	\$ _____
7.88 AB (088)	177.0 EACH	RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 63.00	\$ _____	_____	\$ _____



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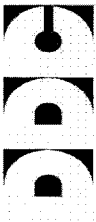
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			DOLLARS	CTS	
7.88 AC (089)	177.0 EACH	BAITING OF RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 9.71	\$ _____	_____	\$ _____
7.88 AD (090)	24.0 BLOCK	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 68.25	\$ _____	_____	\$ _____
70.31FN (091)	1,641.0 L.F.	FENCING  Unit price bid shall not be less than: \$ 2.10	\$ _____	_____	\$ _____
70.61RE (092)	44.0 C.Y.	ROCK EXCAVATION	\$ _____	_____	\$ _____

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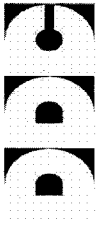
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			DOLLARS	CTS	
70.71SB (093)	44.0 C.Y.	STONE BALLAST  Unit price bid shall not be less than: \$ 15.75	\$ _____	_____	\$ _____
70.81CB (094)	295.0 C.Y.	CLEAN BACKFILL  Unit price bid shall not be less than: \$ 15.75	\$ _____	_____	\$ _____
70.91SW20 (095)	5,129.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ _____	_____	\$ _____
73.31AE0 (096)	14.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Unit price bid shall not be less than: \$ 21.00	\$ _____	_____	\$ _____



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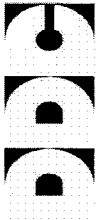
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			DOLLARS	CTS	DOLLARS	CTS
73.41AG (097)	75.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL  Unit price bid shall not be less than: \$ 15.75	\$ _____	_____	\$ _____	_____
8.01 C1 (098)	1,700.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ _____	_____	\$ _____	_____
8.01 C2 (099)	5.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ _____	_____	\$ _____	_____
8.01 H (100)	1.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ _____	_____	\$ _____	_____

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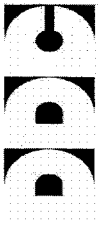
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			DOLLARS	CTS	
8.01 S (101)	1.0 L.S.	HEALTH AND SAFETY	\$	—	\$
8.01 W1 (102)	7.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$	—	\$
8.01 W2 (103)	1.0 SETS	SAMPLING AND TESTING OF WATER	\$	—	\$
8.02 A (104)	367.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$	—	\$



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			DOLLARS	CTS	DOLLARS	CTS
8.02 B (105)	263.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ _____	_____	\$ _____	_____
9.00 C (106)	18.0 C.F.	EXPLORATORY TEST PITS	\$ _____	_____	\$ _____	_____
9.04 HW (107)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 52,500.00	\$ 52,500.00	_____	\$ 52,500.00	_____
9.99 M (108)	24.0 MONTH	FLASHING ARROW BOARD	\$ _____	_____	\$ _____	_____

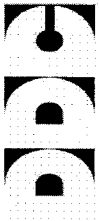
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			DOLLARS	CTS	
SL-20.02.02 (109)	8.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ _____	_____	\$ _____
SL-20.08.03 (110)	8.0 EACH	REMOVE PORTION OF A CONCRETE FOUNDATION. USE THIS ITEM WHERE LAMPOST LOCATION IS BEING ABANDONED.	\$ _____	_____	\$ _____
SL-21.01.11 (111)	8.0 EACH	FURNISH AND INSTALL TYPE "BB" TWIN ARMS OR OTHER PEDESTRIAN TYPE LAMPOST WITH 20" TRANSFORMER BASE, AS PER DRAWINGS H-5239 AND H-5235.	\$ _____	_____	\$ _____
SL-21.09.05 (112)	8.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ _____	_____	\$ _____



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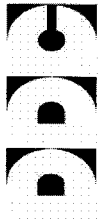
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			DOLLARS	CTS	DOLLARS	CTS
SL-22.03.18 (113)	16.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$ _____	_____ CTS	\$ _____	_____ CTS
SL-26.01.01 (114)	8.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ _____	_____ CTS	\$ _____	_____ CTS
T-1.1 (115)	3.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ _____	_____ CTS	\$ _____	_____ CTS
T-1.18 (116)	4.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ _____	_____ CTS	\$ _____	_____ CTS



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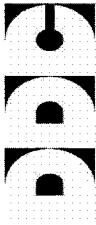


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			DOLLARS	CTS	DOLLARS	CTS
T-2.1 (117)	3.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____	_____
T-2.16 (118)	5.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ _____	_____	\$ _____	_____
T-2.18 (119)	2.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH CONTROLLER AND SIGNALS	\$ _____	_____	\$ _____	_____
T-2.22 (120)	3.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____	_____

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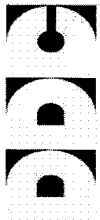
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			DOLLARS	CTS	DOLLARS	CTS
T-20000 (121)	3.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ _____	_____	\$ _____	_____
T-20020 (122)	9.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____
T-3.1 (123)	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ _____	_____	\$ _____	_____
T-3.19 (124)	10.0 EACH	REMOVE SIGNAL HEAD FROM OTHER STRUCTURES	\$ _____	_____	\$ _____	_____

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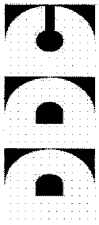
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			DOLLARS	CTS	
T-3.21 (125)	3.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ _____	_____	\$ _____
T-3.22 (126)	3.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM OTHER STRUCTURES	\$ _____	_____	\$ _____
T-3.4 (127)	17.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON STEEL STRUCTURE (PER FACE)	\$ _____	_____	\$ _____
T-3.6 (128)	5.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ _____	_____	\$ _____



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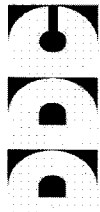
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			DOLLARS	CTS	DOLLARS	CTS
T-30013L (129)	8.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ _____	_____	\$ _____	_____
T-31150 (130)	1.0 EACH	FURNISH "1SA" ALUMINUM DIE CASTINGS AND ASSEMBLY FOR POST SIGNAL MOUNTING	\$ _____	_____	\$ _____	_____
T-31200 (131)	7.0 EACH	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____	_____
T-31210 (132)	20.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____	_____

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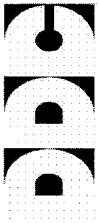
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			DOLLARS	CTS	
T-31340 (133)	8.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____
T-31351 (134)	2.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____
T-31501AA (135)	4.0 EACH	FURNISH 12" AMBER ARROW LED (AS PER NYC SPEC)	\$ _____	_____	\$ _____
T-31501-RA (136)	2.0 EACH	FURNISH 12 INCH RED ARROW LED (AS PER ITE SPECIFICATION 1/1/98)	\$ _____	_____	\$ _____



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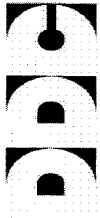
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			DOLLARS	CTS	DOLLARS	CTS
T-33000L (137)	10.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ _____	_____	\$ _____	_____
T-4.1 (138)	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ _____	_____	\$ _____	_____
T-4.8 (139)	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ _____	_____	\$ _____	_____
T-5.18 (140)	35.0 L.F.	FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ _____	_____	\$ _____	_____

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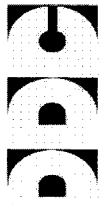
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Project ID

HWSRT200A

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	
T-5.19 (141)	9.0 L.F.	FURNISH AND INSTALL 1-1/2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ _____	_____	\$ _____
T-5.2 (142)	154.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ _____	_____	\$ _____
T-5.20 (143)	9.0 L.F.	FURNISH AND INSTALL 1" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ _____	_____	\$ _____
T-5.32 (144)	154.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ _____	_____	\$ _____



04/15/2013  
9:30AM  
BID PAGES

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

Contract PIN 8502012HW0056C  
Project ID HWSRT200A

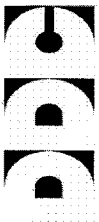
COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-5.37 (145)	44.0 L.F.	REMOVE CONDUIT FROM "ELEVATED" STRUCTURE	\$ _____	_____	\$ _____	_____
T-5.7 (146)	18.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	\$ _____	_____	\$ _____	_____
T-6.10 (147)	560.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____	_____
T-6.11 (148)	440.0 L.F.	REMOVE OVERHEAD CABLE AND SUPPORTS	\$ _____	_____	\$ _____	_____



04/15/2013

9:30AM

BID PAGES



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

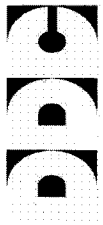
Contract PIN

8502012HW0056C

Project ID

HWSRT200A

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
T-6.2 (149)	400.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____	_____
T-6.7 (150)	440.0 L.F.	INSTALL MULTIPLE CABLE AND SUPPORTS ON STRUCTURE	\$ _____	_____	\$ _____	_____
T-60000B (151)	704.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ _____	_____	\$ _____	_____
T-60040 (152)	792.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ _____	_____	\$ _____	_____



04/15/2013  
9:30AM  
BID PAGES

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

Contract PIN 8502012HW0056C  
Project ID HWSRT200A

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
T-60190 (153)	1,056.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____	_____ CTS
T-7.18 (154)	1.0 EACH	FURNISH JUNCTION BOX (10" X 8" X 4")	\$ _____	_____ CTS	\$ _____	_____ CTS
T-7.21 (155)	1.0 EACH	INSTALL JUNCTION BOX ON "ELEVATED" STRUCTURE	\$ _____	_____ CTS	\$ _____	_____ CTS
T-7.47 (156)	1.0 EACH	REMOVE JUNCTION BOX	\$ _____	_____ CTS	\$ _____	_____ CTS

04/15/2013  
9:30AM  
BID PAGES



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

Contract PIN 8502012HW0056C  
Project ID HWSRT200A

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	
6.39 A (157)	1.0 LUMP SUM	MOBILIZATION  PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ _____
SUB-TOTAL:					\$ _____
TOTAL BID PRICE:					\$ _____

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.

(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: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

Name of Bidder: \_\_\_\_\_

Date of Bid Opening: \_\_\_\_\_

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

Place of Business of Bidder: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Bidder's E-Mail Address: \_\_\_\_\_

Residence of Bidder (If Individual): \_\_\_\_\_

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

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Organized under the laws of the State of \_\_\_\_\_

Name and Home Address of President: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Secretary: \_\_\_\_\_

\_\_\_\_\_

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 this bid).

6. Compliance Report

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, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

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 that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:

(NO TEXT ON THIS PAGE)



**BID FORM**

---

**PROJECT ID. HWSRT200A**

**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)

\$ \_\_\_\_\_

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**WARNING!!!** If M/WBE goals have been established for this Contract, you **MUST** complete and submit the Affirmations on the 2nd page of the Subcontractor Utilization Plan (or a pre-approved waiver) at the time you submit your bid. Failure to comply will result in the rejection of your bid.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Attest:  
(Corporate Seal)

Secretary of Corporate Bidder

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

**BID FORM (TO BE NOTARIZED)**

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

\_\_\_\_\_ being duly sworn says:

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

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

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

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

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

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

\_\_\_\_\_ being duly sworn says:

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

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

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

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

AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

\_\_\_\_\_ being duly sworn says:

I am the \_\_\_\_\_ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at \_\_\_\_\_  
I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

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

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

**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: \_\_\_\_\_

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

Full Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
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

-----

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_

(\$ \_\_\_\_\_), 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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say  
that he resides at \_\_\_\_\_  
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.

\_\_\_\_\_  
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

(NO TEXT ON THIS PAGE)



## M/WBE PROGRAM

### SUBCONTRACTOR UTILIZATION PLAN – SCHEDULE B

Subcontractor Utilization Plan (Schedule B): The Subcontractor Utilization Plan (Schedule B) for this Contract is set forth on the following pages of this Bid Booklet. The Subcontractor 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 a Subcontractor Utilization Plan (Part II) with its bid.

Contract Provisions: Contract provisions regarding the participation of MWBE firms are set forth in Article 77 of the Contract. The bidder is advised to review these contract provisions.

Waiver: The bidder may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Article 77 of the Contract (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 Target Subcontracting Percentage is set forth in the Subcontractor Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete the Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Subcontractor Utilization Plan, Part III). In the event that the City determines that the bidder has submitted a Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, 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 plan 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) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If 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.



THE CITY OF NEW YORK

**SCHEDULE B - Subcontractor Utilization Plan - Part I: Agency's Target**

This page to be completed by contracting agency

**Contract Overview**

Pin # 8502012HW0056C FMS Project ID#: HWSRT200A  
 Project Title Safe Routes to Transit, Phase I  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101  
 Contact Person Patricia Funches Title MWBE Compliance Analyst  
 Telephone # (718) 391-1373 Email funchesp@ddc.nyc.gov

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

SAFE ROUTES TO TRANSIT, PHASE I  
 IN THE VICINITY OF THE FOLLOWING LOCATIONS:  
 WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
 WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
 WESTCHESTER AVENUE AT ZEREGA AVENUE  
 WESTCHESTER AVENUE AT MIDDLETOWN ROAD  
 INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
 MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
 TRAFFIC SIGNAL WORK  
 Together With All Work Incidental Thereto  
 BOROUGH OF THE BRONX  
 CITY OF NEW YORK

(1)  **Target Subcontracting Percentage**  
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. \_\_\_\_\_ EXEMPT%

**Subcontractor Participation Goals\***

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	UNSPECIFIED %	0 %
Hispanic American	UNSPECIFIED %	0 %
Asian American	UNSPECIFIED %	No Goal
Caucasian Female	No Goal	0 %
<b>Total Participation Goals</b>	<b>(2) 0 %</b>	<b>(3) 0 %</b>

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

**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan**

This page and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS: Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.**

Bidder/proposer  **AFFIRMS** or  **DOES NOT AFFIRM** [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

- Bidder/proposer  **AFFIRMS** that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or
- AFFIRMS** that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or
- DOES NOT AFFIRM**

**Section I: Prime Contractor Contact Information**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

**Section II: General Contract Information**

**1. Define the industry in which work is to be performed.**

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance. This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

**a. Type of work on Prime Contract (Check one):**      **b. Type of work on Subcontract (Check all that apply):**

- Construction**     **Professional Services**       **Construction**     **Professional Services**     **Other**

**2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** \_\_\_\_\_ %

**3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?**     **Yes**     **No**

**Section III: Subcontractor Utilization Summary**

**IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p.9).**

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$ 1M for construction and/or professional services	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
	\$ _____	÷ \$ _____	X 100 = _____ %
<ul style="list-style-type: none"> <li>• <b>Subcontracts under \$1M (construction/professional services):</b> Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.</li> <li>• <b>Total Bid/Proposal Value:</b> Provide the dollar amount of the bid/proposal.</li> <li>• <b>Calculated Target Subcontracting Percentage:</b> The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. <b>This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1).</b></li> </ul>			
<p>NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).</p>			

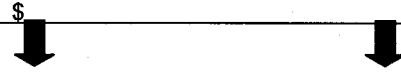
**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan – cont.**

**Step 2:**

Calculate value of subcontractor participation goals

a. Copy value from Step 1, line (4) – the total value of all expected subcontracts Under \$1M for construction and/or professional services

**Subcontracts under \$1M**  
(construction/professional services)



- b. • From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services.
- If all subcontracts under \$1M are in one industry, enter "0" for the industry with no subcontracts.
- Amounts listed on these lines should add up to the value from line a.

**Construction**

**Professional Services**

**Subcontracts under \$1M by industry**

- For Construction enter percentage from line (2) from Page 6.
- For Professional Services enter percentage from line (3) from Page 6.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

c. • **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

**Total Participation Goals**

x \_\_\_\_\_ %

x \_\_\_\_\_ %

d. **Value of Total Participation Goals**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Step 3:**

*Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor*

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

*Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor*

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

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

*I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**SCHEDULE B - PART III - REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE**

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_

PIN # (for this procurement) \_\_\_\_\_ Type of work on Prime Contract \_\_\_\_\_ Type of work on Subcontract (Check all that apply):

(Check one):

Construction

Construction

Other

Professional Services

Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)

\_\_\_\_\_ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

\_\_\_\_\_ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

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

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other \_\_\_\_\_

**References**

List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AGENCY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

List 3 most recent contracts/subcontracts performed for other agencies/entities (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_ AGENCY/ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

Manager at agency/entity that hired vendor (Name/Phone No.) \_\_\_\_\_

**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: \_\_\_\_\_

**(NO TEXT ON THIS PAGE)**

## 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</u> RATE	<u>INTERSTATE</u> RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 17 through 19 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

(NO TEXT ON THIS PAGE)

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

(NO TEXT ON THIS PAGE)

## VENDEX COMPLIANCE

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

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

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

Name of Bidder: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_  
Bidder's Telephone Number: \_\_\_\_\_  
Bidder's Fax Number: \_\_\_\_\_  
Date of Bid Opening: \_\_\_\_\_  
Project ID: \_\_\_\_\_

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

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

Date of Submission: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

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

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

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

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

**(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, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## **Vendor Questionnaire** *This section is required.*

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

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: \_\_\_\_\_

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

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

## **Certification** *This section is required.*

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

### **Certified By:**

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### **Notarized By:**

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

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*



# Certificate of No Change Form



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

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## **Vendor Questionnaire** *This section is required.*

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

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: \_\_\_\_\_

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

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

## **Certification** *This section is required.*

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

### **Certified By:**

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### **Notarized By:**

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

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*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)**

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

**CONSTRUCTION EMPLOYMENT REPORT  
 INSTRUCTIONS**

**WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT**

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

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

Prime Contractor:

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

Subcontractor:

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

**WHERE TO FILE**

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

**DLS REVIEW PROCESS**

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

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

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

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

**Certificate of Approval**

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

**Continued Approval Certificate**

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

**Conditional Certificate of Compliance**

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

**Determination of Nonperformance**

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

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

**General Information**

**Part I: Contractor/Subcontractor Information**

**Part II: Employment Policies and Practices**

**Part III: Contract Bid Information and Projected and Current Workforce Forms**

**Signature Page**

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- Questions 4 – 8: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 9: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 10: Please provide the number of permanent employees in your company.
- Question 11a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.
- Questions 12 – 14: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
- General Information section
  - Part I - Contractor/Subcontractor Information
  - Form B - Projected Workforce
  - Signature Page

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



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

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

- Question 15: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
  - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
  - Include copies of all corrective actions and documentation of OFCCP's performance; and
  - Provide a copy of all stated OFCCP findings.

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

## **PART II: EMPLOYMENT POLICIES AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
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Question 26: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

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

**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.

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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.

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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.

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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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**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor \_\_\_ Subcontractor X
- 1a. Are MWBE 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

The City of New York Department of Small Business Services  
Division of Labor Services Contract Compliance Unit  
110 William Street, New York, New York 10038  
Phone: (212) 513 - 6323 Fax: (212) 616-8879

Date \_\_\_\_\_ File Number \_\_\_\_\_  
**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE**

Are you currently certified as one of the following? Please check yes or no:

MBE Yes \_\_\_ No \_\_\_ WBE Yes \_\_\_ No \_\_\_ LBE Yes \_\_\_ No \_\_\_ DBE Yes \_\_\_ No \_\_\_

If you are certified as an MBE, WBE, LBE or DBE, what city/state agency are you certified with?

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

Company Name \_\_\_\_\_ Employer Identification Number or Federal Tax I.D. \_\_\_\_\_

Company Address and Zip Code \_\_\_\_\_

Contact Person (First Name, Last Name) \_\_\_\_\_ Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Description and location of proposed subcontract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Procurement Identification Number (PIN)  
(City contracts only)

Contract Registration Number (CT#)  
(City contracts only)

Block and Lot Number  
(ICIP projects only)

ICIP Application Number  
(ICIP projects only)

I, (print name of authorized official signing) \_\_\_\_\_ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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.

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**Only original signatures accepted.**  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
Notary Public \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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

1. Do you plan to subcontract work on this contract? Yes \_\_\_ No \_\_\_
2. If yes, complete the chart below.

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

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

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

**OWNERSHIP CODES**

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female (Col. #6 - 10): \_\_\_\_\_

**MALES**

**FEMALES**

	(1) White		(2) Black		(3) Hisp.		(4) Asian		(5) Native Amer.	
	Non	Hisp.	Non	Hisp.	Non	Hisp.	Non	Hisp.	Non	Hisp.
J										
H										
A										
TRN										
TOT										

	(6) White		(7) Black		(8) Hisp.		(9) Asian		(10) Native Amer.	
	Non	Hisp.	Non	Hisp.	Non	Hisp.	Non	Hisp.	Non	Hisp.
J										
H										
A										
TRN										
TOT										

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



**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female (Col. #6 - 10): \_\_\_\_\_

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

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**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

**MALES**

**FEMALES**

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

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

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NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

---

**VOLUME 1 OF 3**

PROJECT ID: HWSRT200A

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:

WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENEUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
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)

**LAW**

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

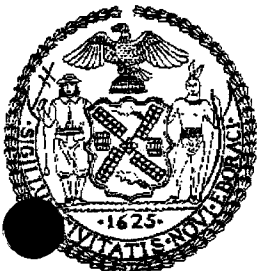
**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES*

**FEBRUARY 6, 2013**



**3-028**





**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)

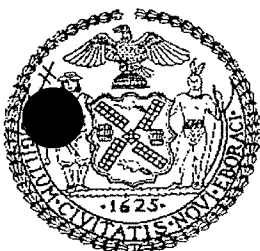
**VOLUME 2 OF 3**

**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 TRANSPORTATION  
PREPARED BY  
*IN-HOUSE DESIGN*

**MARCH 3, 2010**





## 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 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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**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 5.

#### 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: Two Million Nine Dollars, (\$2,969,671.44), 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.  
*Hundred Sixty-Nine Thousand Six Hundred Seventy-One and 44/100*

#### ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a

payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

76.2 The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

## **ARTICLE 77 – PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**

### **NOTICE TO ALL PROSPECTIVE CONTRACTORS**

#### **ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below. The Contractor must comply with all applicable M/WBE requirements for this Contract. Schedule B of the Contract ("Subcontractor Utilization Plan") is included in the Bid Booklet.

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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 AND PROFESSIONAL SERVICES CONTRACTS**

1. The Target Subcontracting Percentage applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)). The "Target Subcontracting Percentage" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1885. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 EMAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN EMAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where a Subcontractor 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 multi-year contracts, such list shall also be submitted every year thereafter. **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 Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under**



**\$1 million.** 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/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, 7<sup>th</sup> 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.

7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (a) 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;
- (b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
- (d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (e) 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;
- (f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
- (g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (h) 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.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE 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 **Subcontractor Participation Goals** have been established for 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 a Subcontractor 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 Subcontractor Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of

this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required **Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited to any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.
4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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.

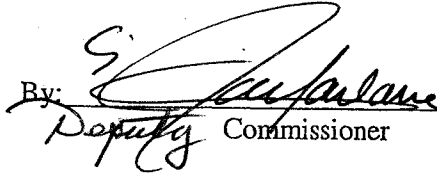
5. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner 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 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 Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.


<sup>Deputy</sup>  
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:

By:   
(Member of Firm or Officer of Corporation)

Title: 

(Where Contractor is a Corporation, add):  
Attest:

  
Secretary

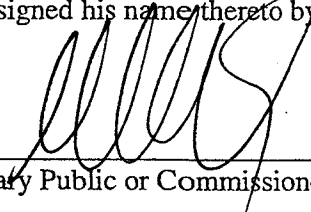
(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 19 day of Nov, 2013, before me personally came Carlo Cozzi to me known who, being by me duly sworn did depose and say that he resides at 15 Winchelsea Oval New Rochelle Ny 10805 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.

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified in Queens County  
Commission Expires July 15, 2015

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

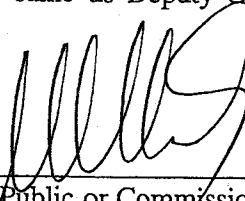
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 20<sup>th</sup> day of Nov., 2013 before me personally came Eric MacLachlan 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

*Two Million Nine Hundred Sixty-Nine Thousand  
Six Hundred Seventy-One and 44/100 —*

Dollars (\$ 2,969,671.44 )

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.

*G. Capulone*  
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



MAYOR'S CERTIFICATE OR  
CERTIFICATE OF THE DIRECTOR  
OF THE BUDGET

**Performance Bond #1 (Pages 78 to 81): 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 1)

**PERFORMANCE BOND #1**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) 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 \_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making \_\_\_\_\_  
\_\_\_\_\_





**NOTEPAD:**

HOLDER CODE NYCDDC.  
INSURED'S NAME Triumph Construction Corp.

TRIUM-3  
OP ID: SL

PAGE 2  
DATE 11/14/13

Insurer F: The Travelers Insurance Co.  
Property Policy - Policy No. QT6609B376072COF13  
Policy Term 8/1/13 to 8/1/14  
Business Personal Property coverage at field office - \$40,000 limit

City of New York, including its officials and employees, The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies are named as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability coverage.









**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:  
**SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

New York City Department of Design and Construction and any other person or organization, except any architect, engineer or surveyor, that you agree in a written contract with New York City Department of Design and Construction to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

- A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: VTJ-EXGL-828K6610-TIL-13

SELF-INSURED EXCESS  
ISSUE DATE: 08-02-13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**SELF INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name Of Person Or Organization:**

**New York City Department of Design and Construction** and any other person or organization, except any architect, engineer or surveyor, that a written contract with **New York City Department of Design and Construction** specifically requires you to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable written contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



- Capital Contract
- Operating Contract
- Outside Contract



## New York City Transit CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #: HWSRT200A		AGREEMENT or CONTRACT NAME/DESCRIPTION: Safe Routes to Transit, Phase I in the Vicinity of Various Locations, Boro of the Bronx		
INSURANCE PRODUCER: True & Associates ADDRESS: 325 North Avenue East, Westfield, NJ PHONE #: 908-232-0760		CERTIFICATE ISSUANCE DATE: 11/14/13	DATE RECEIVED:	REFERENCE #:
INSURED: Triumph Construction Corp. ADDRESS: 1354 Seneca Avenue, Bronx, NY 10474 PHONE #: 718-861-6060		CO LTR	COMPANIES AFFORDING COVERAGE	
		A	Travelers Property Casualty Co	NAIC # 25674
		B	Wausau Underwriters Insurance Co	NAIC # 26042
		C	Scottsdale Indemnity	NAIC # 15580
		D	National Benefit Life Ins Co	NAIC # 61409
		E	Navigators Insurance Co.	NAIC # 42307
		F		NAIC #
CERTIFICATE HOLDER: New York City Transit/MTA Attention: Risk & Insurance Management ADDRESS: 2 Broadway 21 <sup>st</sup> Floor New York, NY 10004 Phone #: Capital Contracts Only: (646) 252-1426 Operating Contracts Only: (646) 252-1428		G		NAIC #

**COVERAGES (See Notes 1 and 2)**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability Form <input checked="" type="checkbox"/> Underground Expl. & Collapse Hazard <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Fifty Foot Exclusion Removed <input checked="" type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$ _____	VTJEXGL8 28K6610-TIL13	8/1/13	8/1/2014	BI & PD COMBINED OCCURRENCE		\$2,000,000
					GENERAL AGGREGATE		\$4,000,000
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE		\$4,000,000
					OTHER		\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	ASJ-Z11-260471-013	8/1/13	8/1/14	BODILY INJURY (Per Occurrence)		\$
					PROPERTY DAMAGE (Per Occurrence)		\$
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident)		\$1,000,000
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT		\$
					OTHER THAN AUTO ONLY	EA ACC	\$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$ _____	NXS000041 6	8/1/13	8/1/14	EACH OCCURRENCE		\$3,000,000
					AGGREGATE		\$3,000,000
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS		
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Includes Pollution Liability <input type="checkbox"/> Deductible \$ _____				EMPLOYER'S LIABILITY		\$
D	OTHER: <u>Disability</u>	891002326 06	8/1/13	8/1/14	Statutory Limits		\$
	OTHER: <u>Excess Liability</u>	NY12EXC7 353581V	8/1/13	8/1/14	Ea Occ/Agg		\$7,000,000
	OTHER: _____						\$

**EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE, REQUIRES SUBMISSION OF THE ORIGINAL POLICY.**

THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY(S). *Revised 8/09*



LIABILITY COVERAGES:

ADDITIONAL INSUREDS (See Note 3) Check all that apply [X]
Coverage: General Liability, Garage Liability, Excess/Umbrella Liability
Contractor's Pollution Liability, Pollution Legal Liability, etc.

For all NYCT Agreements (Other than 2 Broadway)
[X] New York City Transit Authority (NYCT), Manhattan and Bronx Surface
Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit
Operating Authority (SIRTOA), MTA Capital Construction Co.,
Metropolitan Transportation Authority (MTA) and its subsidiaries and
affiliates, and the City of New York (as owner).

For all NYCT - 2 Broadway Agreements (when work is performed at 2
Broadway)

[ ] New York City Transit Authority (NYCT), Triborough Bridge & Tunnel
Authority (B&T), Metro-North Commuter Railroad Company (MNR), Long
Island Rail Road (LIRR), MTA Capital Construction Co., Metropolitan
Transportation Authority (MTA) and its subsidiaries and affiliates, the
State of New York and the City of New York (as owner), United States
Trust Company of New York as Trustee under the 2 Broadway Ground
Lease Trust, Two Broadway LLC, ZAR Realty, Colliers ABR, Inc., Colliers
ABR Payroll Company, Inc.

[ ] Other: \_\_\_\_\_

[X] ADDITIONAL NAMED INSUREDS, when applicable

PROPERTY COVERAGES:

(See Note 3) Check all that apply [X]

[ ] ADDITIONAL NAMED INSUREDS/LOSS PAYEE
Property, Builder's Risk, etc.

[ ] LOSS PAYEE
Coverage: Crime Insurance, Valuable Papers

For all NYCT Agreements (Other than 2 Broadway)

[ ] New York City Transit Authority (NYCT), Manhattan and Bronx Surface
Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit
Operating Authority (SIRTOA), MTA Capital Construction Co.,
Metropolitan Transportation Authority (MTA) and its subsidiaries and
affiliates, and the City of New York (as owner).

For all NYCT - 2 Broadway Agreements (when work is performed at 2
Broadway)

[ ] New York City Transit Authority (NYCT), Triborough Bridge & Tunnel
Authority (B&T), Metro-North Commuter Railroad Company (MNR), Long
Island Rail Road (LIRR), MTA Capital Construction Co., Metropolitan
Transportation Authority (MTA) and its subsidiaries and affiliates, the
State of New York and the City of New York (as owner), United States
Trust Company of New York as Trustee under the 2 Broadway Ground
Lease Trust, Two Broadway LLC, ZAR Realty, Colliers ABR, Inc., Colliers
ABR Payroll Company, Inc.

[ ] Other: \_\_\_\_\_

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for
limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured
and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s)
certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed
to and approved by the New York City Transit Authority (NYCT); and that coverage is afforded for the Insured's obligations under that provision of
the contract providing for indemnification of the Indemnified Parties, including the New York City Transit Authority (NYCT), named therein. When
applicable, the subscribing insurance company(s) certifies that any exclusion applying to construction or demolition operations on or within fifty (50)
feet of railroad property (stations, yards, tracks, etc.) has been removed.

NOTE 2: The subscribing insurance company(s) shall endeavor that no policy referred to herein shall be changed or canceled until thirty (30) days
written notice has been sent to the following address: New York City Transit Authority c/o MTA Risk and Insurance Management Department, 2
Broadway, 21st Floor, New York, NY 10004.

NOTE 3: All references to Additional Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents,
subsidiaries and affiliates.

NOTE 4: This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood
and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER True & Associates
BY [Signature]
(signature of authorized Insurer/Producer)
TITLE Thomas M. True President

STATE OF New Jersey )
Union ) s.s.
COUNTY OF )

On this 14th day of November 2013, before me personally came Thomas M. True
to me known, who being
duly sworn, did depose and say that he/she resides in Annandale, NJ
President
of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully
authorized to execute the foregoing Certificate of Insurance.

Susan A. Lojo
NOTARY PUBLIC OF
NEW JERSEY
Commission Expires November 7, 2017 (Notary Public)

CERTIFICATES OF INSURANCE MUST BE COMPLETED BY AUTHORIZED INSURANCE REPRESENTATIVES ONLY.







# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 134050635  
LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038

**POLICYHOLDER**  
TRIUMPH CONSTRUCTION CORP.  
1354 SENECA AVENUE  
BRONX NY 10474

**CERTIFICATE HOLDER**  
THE CITY OF NY DEPARTMENT OF  
DESIGN AND CONSTRUCTION  
30-30 THOMSON AVENUE - 4TH FLR  
LONG ISLAND CITY NY 11101

<b>POLICY NUMBER</b> G 2266 243-1	<b>CERTIFICATE NUMBER</b> 478457	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 04/01/2013 TO 04/01/2014	<b>DATE</b> 4/17/2013
--------------------------------------	-------------------------------------	---	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2266 243-1 UNTIL 04/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 468230754



**Performance Bond #1 (Pages 78 to 81): 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 1)

**PERFORMANCE BOND #1**

Bond No. 015-040-366

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Triumph Construction Corp.

hereinafter referred to as the "Principal,"  
and, Liberty Mutual Insurance Company

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 Two Million Nine Hundred Sixty Nine Thousand Six Hundred Seventy One and 44/100

(\$ 2,969,671.44) 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

FMS ID: HWSRI200A Safe Routes to Transit, Phase 1, Various Locations,

Borough of the Bronx - PIN #8502012HW0056C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making



**Performance Bond #1 (Pages 78 to 81): 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)

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 78 to 81): 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

12th day of November, 2013  
(Seal)

Triumph Construction Corp. (L.S.)  
Principal

(Seal) By: \_\_\_\_\_

Surety  
Liberty Mutual Insurance Company

(Seal) By: Francesca P. McAllan  
Francesca P. McAllan, Attorney in Fact  
Surety

(Seal) By: \_\_\_\_\_  
Surety

(Seal) By: \_\_\_\_\_  
Surety

(Seal) By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_

Bond Premium Rate \$17/\$10/\$7.50

Bond Premium Cost \$32,023

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 78 to 81): 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)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New York County of Westchester ss:

On this 12<sup>th</sup> day of November, 2013 before me personally came Shirley Jacobs

to me known, who, being by me duly sworn did depose and say that he/she resides at 45 W. Chester St. New Rochelle, NY

; that he/she is the Pres of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JA6078625

Notary Public or Commissioner of Deeds, Westchester County

My Commission Expires August 05, 2014

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_

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

\_\_\_\_\_ that he/she is \_\_\_\_\_ partner of \_\_\_\_\_

\_\_\_\_\_ a limited/general partnership existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_

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

\_\_\_\_\_ and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

1. The first part of the document  
describes the general situation  
of the country and the  
state of the economy.

SURETY ACKNOWLEDGMENT

State of New Jersey

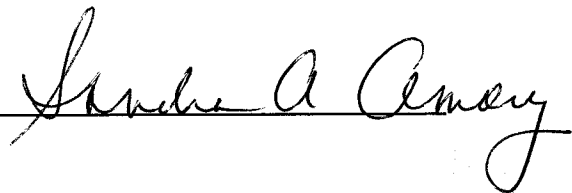
County of Union

On this 12th day of November, 2013

Before me personally came Francesca P. McAllan to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SANDRA A. AMORY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires  
August 31, 2016

My commission expires \_\_\_\_\_



1950  
1951  
1952  
1953  
1954  
1955  
1956  
1957  
1958  
1959  
1960

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

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

Certificate No. 5640296

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

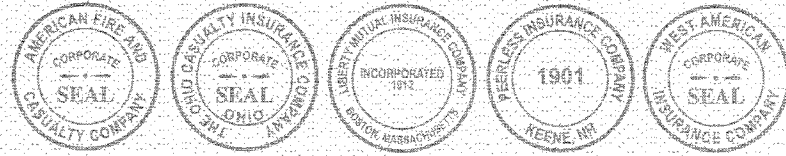
Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Francesca P. McAllan; Lisa A. Anderson; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Amory; Sandra A. Pace; Thomas M. True

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 6th day of November, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

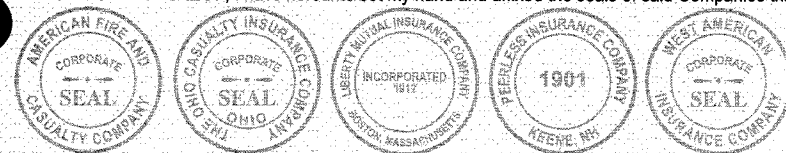
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 12th day of November, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2012**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$ 903,711,694	Unearned Premiums..... \$4,205,141,671
*Bonds — U.S Government..... 1,166,929,471	Reserve for Claims and Claims Expense ..... 17,056,420,207
*Other Bonds..... 11,415,194,219	Funds Held Under Reinsurance Treaties..... 1,315,062,091
*Stocks ..... 8,104,853,899	Reserve for Dividends to Policyholders..... 2,455,411
Real Estate..... 255,967,320	Additional Statutory Reserve..... 49,768,998
Agents' Balances or Uncollected Premiums..... 3,482,069,753	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 144,016,763	Other Liabilities ..... <u>3,066,051,537</u>
Other Admitted Assets..... <u>14,732,623,458</u>	<b>Total ..... \$25,694,899,915</b>
<b>Total Admitted Assets..... <u>\$40,205,366,577</u></b>	Special Surplus Funds..... \$604,621,497
	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,899,471,886
	Unassigned Surplus..... 5,996,373,279
	<b>Surplus to Policyholders..... <u>14,510,466,662</u></b>
	<b>Total Liabilities and Surplus..... <u>\$40,205,366,577</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

*T. Mikolajewski*

\_\_\_\_\_  
 Assistant Secretary





Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

Bond No. 015-040-366

KNOW ALL PERSONS BY THESE PRESENTS, That we, Triumph Construction Corp.

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company

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 Two Million Nine Hundred Sixty Nine Thousand Six Hundred Seventy One and 44/100

2,969,671.44  
(\$2,969,671.44) 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 FMS ID: HWSR200A Safe Routes to Transit, Phase 1, Various Locations,  
Borough of the Bronx - PIN #8502012HW0056C

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 86 to 89): 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 86 to 89): 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 herunto 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 12th day of November, 2013.

(Seal) Triumph Construction Corp. (L.S.)  
Principal

By: \_\_\_\_\_

(Seal) Liberty Mutual Insurance Company  
Surety

By: Francesca P. McAllan  
Francesca P. McAllan, 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 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of New York County of Westchester ss:

On this 12 day of Nov, 2013, before me personally came Carlo Cruz to me known, who, being by me duly sworn did depose and say that he resides at 45 Westchester and Westchester NY that he is the PRES 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~~ name by like order.

NOTARY PUBLIC - STATE OF NEW YORK  
No. 0TJA6078625  
Qualified in Westchester County  
Notary Public or Commissioner of Deeds 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.

1944



SURETY ACKNOWLEDGMENT

State of New Jersey

County of Union

On this 12th day of November, 2013

Before me personally came Francesca P. McAllan to me known, who

being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

Liberty Mutual Insurance Company the corporation described in and which

executed the within instrument; that he/she knows the corporate seal of said

corporation; that the seal affixed to the within instrument is such corporate seal, and that

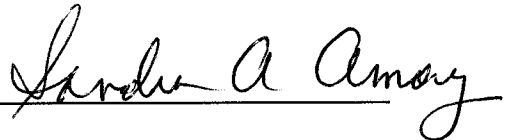
he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by

authority of the Board of Directors of said corporation and by authority of this office

under the Standing Resolutions thereof.

SANDRA A. AMORY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires  
August 31, 2016

My commission expires \_\_\_\_\_

  
\_\_\_\_\_



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

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

Certificate No. 5640297

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Francesca P. McAllan; Lisa A. Anderson; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Amory; Sandra A. Pace; Thomas M. True

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 6th day of November, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 12th day of November, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2012

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$ 903,711,694	Unearned Premiums..... \$4,205,141,671
*Bonds — U.S Government..... 1,166,929,471	Reserve for Claims and Claims Expense ..... 17,056,420,207
*Other Bonds..... 11,415,194,219	Funds Held Under Reinsurance Treaties..... 1,315,062,091
*Stocks..... 8,104,853,899	Reserve for Dividends to Policyholders..... 2,455,411
Real Estate..... 255,967,320	Additional Statutory Reserve..... 49,768,998
Agents' Balances or Uncollected Premiums..... 3,482,069,753	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 144,016,763	Other Liabilities ..... <u>3,066,051,537</u>
Other Admitted Assets..... <u>14,732,623,458</u>	<b>Total</b> ..... <b>\$25,694,899,915</b>
<b>Total Admitted Assets</b> ..... <b><u>\$40,205,366,577</u></b>	Special Surplus Funds..... \$604,621,497
	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,899,471,886
	Unassigned Surplus..... 5,996,373,279
	<b>Surplus to Policyholders</b> ..... <b><u>14,510,466,662</u></b>
	<b>Total Liabilities and Surplus</b> ..... <b><u>\$40,205,366,577</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

*TAMikolajewski*

\_\_\_\_\_  
Assistant Secretary



**Performance Bond #1 (Pages 78 to 81): 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)

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 78 to 81): 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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

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 78 to 81):** 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)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

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

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) 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 \_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

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

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

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

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

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

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

**Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 86 to 89): 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 place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 86 to 89): 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

By: \_\_\_\_\_

(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 86 to 89): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**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.

(NO TEXT ON THIS PAGE)

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. 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.

Pursuant to Labor Law §220 (3) 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.

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

**Prevailing Rate Schedule Information:** The information below is intended to assist you in meeting your prevailing wage rate obligation.

**Covered Workers:** Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

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

**220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM  
EFFECTIVE PERIOD JANUARY 1, 2013 THROUGH JUNE 30, 2013**

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**List of Amended Classifications**

1. BOILERMAKER
2. CEMENT MASON
3. DERRICKPERSON AND RIGGER
4. DRIVER: TRUCK (TEAMSTER)
5. ENGINEER - FIELD (BUILDING CONSTRUCTION)
6. ENGINEER - OPERATING
7. HEAT AND FROST INSULATOR
8. HOUSE WRECKER
9. IRON WORKER - ORNAMENTAL
10. IRON WORKER - STRUCTURAL
11. MASON TENDER
12. MASON TENDER (INTERIOR DEMOLITION WORKER)
13. MOSAIC MECHANIC
14. PAPERHANGER
15. PLASTERER
16. PLASTERER - TENDER
17. PLUMBER
18. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
19. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
20. ROOFER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

21. SHEET METAL WORKER

22. SIGN ERECTOR

23. STEAMFITTER

24. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

25. TILE FINISHER

26. TILE LAYER - SETTER



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**ASBESTOS HANDLER**

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

**Asbestos Handler**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.10

Supplemental Benefit Rate per Hour: \$14.85

**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)

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**BLASTER**

**Blaster**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.20

Supplemental Benefit Rate per Hour: \$37.29

**Blaster (Hydraulic)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.96

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.24

Supplemental Benefit Rate per Hour: \$37.29

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.29

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Powder Carriers**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.57

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$31.88

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$19.26

Supplemental Benefit Rate per Hour: \$37.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## Overtime Description

For Blaster - Magazine Keepers: (Watch Person) only - time and one half the regular rate for work after an 8 hour day, Saturday, Sunday and holidays listed below.

### 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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$47.98**

Supplemental Benefit Rate per Hour: **\$37.88**

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$56.36; For double overtime - \$74.86.

Effective Period: 1/1/2013 - 3/31/2013

Wage Rate per Hour: **\$49.47**

Supplemental Benefit Rate per Hour: **\$39.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$58.78; For double overtime - \$78.07.

Effective Period: 4/1/2013 - 6/30/2013

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.

### Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

### Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$46.44**

Supplemental Benefit Rate per Hour: **\$27.53**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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## **CARPENTER - BUILDING COMMERCIAL**

### **Building Commercial**

Effective Period: 7/1/2012 - 6/30/2013

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.

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  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

### Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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## CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

### Heavy Construction Work

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

### 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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.98**

Supplemental Benefit Rate per Hour: **\$25.67**

Supplemental Note: **\$28.42 on Saturdays; \$31.17 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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### **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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## **CEMENT MASON**

### **Cement Mason**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$39.06**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.56**

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

Wage Rate per Hour: **\$37.63**

Supplemental Benefit Rate per Hour: **\$39.06**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.56**

### **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

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.

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**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.

(Local #780)

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**CORE DRILLER**

**Core Driller**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

**Core Driller Helper**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$19.75**

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$19.75**

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$19.75**

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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**DERRICKPERSON AND RIGGER**

**Derrick Person & Rigger**

Effective Period: 7/1/2012 - 12/31/2012

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.

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

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$46.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$47.49 - For work performed in Staten Island.

**Derrick Person & Rigger - Site Work**

For site work where no rigging is involved.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$31.32

**Overtime Description**

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.95

Supplemental Benefit Rate per Hour: \$42.37

### Diver Tender (Marine)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$42.37

### 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).

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

**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**

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None

### Shift Rates

Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Automobile Chauffeur (Dump Truck)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$35.84**

Supplemental Benefit Rate per Hour: **\$36.93**

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

Wage Rate per Hour: **\$37.01**

Supplemental Benefit Rate per Hour: **\$38.65**

### **Driver - Heavy Equipment Trailer Driver**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$37.34**

Supplemental Benefit Rate per Hour: **\$36.93**

Note: For time and one half overtime Wage Rate - \$53.76; for double time overtime Wage Rate - \$71.68

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

Wage Rate per Hour: **\$38.51**

Supplemental Benefit Rate per Hour: **\$38.65**

Note: For time and one half overtime Wage Rate - \$55.51; for double time overtime Wage Rate - \$74.01

### **Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$36.41**

Supplemental Benefit Rate per Hour: **\$36.93**

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

Wage Rate per Hour: **\$37.57**

Supplemental Benefit Rate per Hour: **\$38.65**

### **Driver - Six Wheeler(3 Axle) Tractors & Trailers**

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Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$36.84**

Supplemental Benefit Rate per Hour: **\$36.93**

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

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

Wage Rate per Hour: **\$38.01**

Supplemental Benefit Rate per Hour: **\$38.65**

Note: For time and one half overtime Wage Rate - \$56.36; for double time overtime Wage Rate - \$75.14

### Driver - Boom Truck

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$37.09**

Supplemental Benefit Rate per Hour: **\$36.93**

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

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

Wage Rate per Hour: **\$38.26**

Supplemental Benefit Rate per Hour: **\$38.65**

Note: For time and one half overtime Wage Rate - \$56.36; for double time overtime Wage Rate - \$75.14

### 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).

President's Day

Columbus Day

Veteran's Day

Day after Thanksgiving

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

New Year's Day

President's Day



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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.47

Supplemental Benefit Rate per Hour: \$38.65

**Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to be 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

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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(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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$76.50

Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$76.50

Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.84

Supplemental Benefit Rate per Hour: \$48.20

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$89.76

Supplemental Benefit Rate per Hour: \$51.36

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**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$67.03

Supplemental Benefit Rate per Hour: \$53.07

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$100.55

Supplemental Benefit Rate per Hour: \$56.60

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:

Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate.

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**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,

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maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$17.52

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.95

Supplemental Benefit Rate per Hour: \$18.85

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

(Local #3)

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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)

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**Alarm Technician**

Effective Period: 7/1/2012 - 3/9/2013

Wage Rate per Hour: **\$29.90**

Supplemental Benefit Rate per Hour: **\$13.70**

Supplemental Note: **\$12.20** only after 8 hours worked in a day

Effective Period: 3/10/2013 - 6/30/2013

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: **\$12.40** only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

**Vacation**

At least 1 year of employment.....ten (10) days

5 years or more of employment.....fifteen (15) days

10 years of employment.....twenty (20) days

Plus one Personal Day per year

**Sick Days:**

One day per Year

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(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$44.18

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$34.12

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.10

Supplemental Benefit Rate per Hour: \$30.84

**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

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(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2012 - 3/16/2013

Wage Rate per Hour: **\$55.20**

Supplemental Benefit Rate per Hour: **\$32.78**

Effective Period: 3/17/2013 - 6/30/2013

Wage Rate per Hour: **\$57.01**

Supplemental Benefit Rate per Hour: **\$34.48**

### Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

### Overtime

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2012 - 3/16/2013

Wage Rate per Hour: **\$43.79**

Supplemental Benefit Rate per Hour: **\$31.37**

Effective Period: 3/17/2013 - 6/30/2013

Wage Rate per Hour: **\$45.14**

Supplemental Benefit Rate per Hour: **\$33.02**

**Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ENGINEER**

**Engineer - Heavy Construction Operating Engineer I**



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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.75

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$94.00

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.00

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$91.20

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$90.78

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**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$74.44**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$119.10**

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$37.56**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$60.10**

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.53**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$61.65**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.09**

Supplemental Benefit Rate per Hour: **\$31.07**

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: **\$86.54**

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$51.19**

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Supplemental Benefit Rate per Hour: \$31.07  
Supplemental Note: \$55.74 on overtime  
Shift Wage Rate: \$81.90

**Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$35.50  
Supplemental Benefit Rate per Hour: \$31.07  
Supplemental Note: \$55.74 on overtime  
Shift Wage Rate: \$56.80

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$54.33  
Supplemental Benefit Rate per Hour: \$29.66  
Supplemental Note: \$53.17 on overtime  
Shift Wage Rate: \$86.93

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$50.91  
Supplemental Benefit Rate per Hour: \$29.66  
Supplemental Note: \$53.17 on overtime  
Shift Wage Rate: \$81.46

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$39.04  
Supplemental Benefit Rate per Hour: \$29.66  
Supplemental Note: \$53.17 on overtime  
Shift Wage Rate: \$62.46

**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.

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**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

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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$51.62  
Supplemental Benefit Rate per Hour: \$29.66  
Supplemental Note: \$53.17 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$40.34  
Supplemental Benefit Rate per Hour: \$29.66  
Supplemental Note: \$53.17 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

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Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.12

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.75

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

Off Shift: double time the regular hourly rate.

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**ENGINEER - CITY SURVEYOR AND CONSULTANT**

**Party Chief**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$34.61  
Supplemental Benefit Rate per Hour: \$17.30

**Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$28.59  
Supplemental Benefit Rate per Hour: \$17.30

**Rodperson**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$24.79  
Supplemental Benefit Rate per Hour: \$17.30

**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)

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)  
(Construction of Building Projects, Concrete Superstructures, etc.)**

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**Field Engineer - BC Party Chief**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$53.64**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

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

Wage Rate per Hour: **\$55.74**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime Benefit Rate - \$41.40 per hour (time & one half) \$53.06 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$41.94**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

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

Wage Rate per Hour: **\$43.30**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime Benefit Rate - \$41.40 per hour (time & one half) \$53.06 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$27.52**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

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

Wage Rate per Hour: **\$27.97**

Supplemental Benefit Rate per Hour: **\$29.73**

Supplemental Note: Overtime Benefit Rate - \$41.40 per hour (time & one half) \$53.06 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

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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 (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,  
Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$60.28

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.28

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 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



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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)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$54.50**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.63**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$28.84**

Supplemental Benefit Rate per Hour: **\$26.95**

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 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

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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**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$64.38**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$103.01**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$66.70**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **51.85** overtime hours

Shift Wage Rate: **\$106.72**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$68.86**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$110.18**

### **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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$67.21**

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Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$107.54

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$65.86  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$105.38

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$62.51  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$100.02

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$50.27  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$80.43

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$36.37  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$46.38

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$38.78  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

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Shift Wage Rate: \$49.16

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$56.24

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$89.98

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

Wage Rate per Hour: \$59.39

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$95.02

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.50

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$87.20

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.11

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$67.38

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$63.18

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$101.09

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**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Well Drilling Machines, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$61.14**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$97.82**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$58.34**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$93.49**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$39.03**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$62.45**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Single Drum Hoists, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$55.73**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$89.17**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

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Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$56.19  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$89.90

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$81.09  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$129.74

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$59.25  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$94.80

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$62.51  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$100.02

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$57.65  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$92.24

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$60.85  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$97.36

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$48.46

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$77.54

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

Wage Rate per Hour: \$51.32

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$82.11

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$63.49

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.91

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.31

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2012 - 12/31/2012

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Wage Rate per Hour: \$67.62  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$108.19

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$70.50  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$112.80

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$64.91  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$103.86

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$67.71  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$108.34

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$37.87  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$60.59

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$39.86  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$63.78

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$36.00



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Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: **\$57.60**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$37.93**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: **\$60.69**

**Operating Engineer - Building Work I**

Forklifts, House Cars, Rack and Pinion, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$53.09**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$55.46**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$39.35**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$41.32**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$60.66**  
Supplemental Benefit Rate per Hour: **\$28.65**  
Supplemental Note: \$51.85 overtime hours

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Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$63.25  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$64.35  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$67.05  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$59.17  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$61.72  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$58.53  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$61.06  
Supplemental Benefit Rate per Hour: \$28.65  
Supplemental Note: \$51.85 overtime hours

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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  
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

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: 7/1/2012 - 6/30/2013

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

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

### Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

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## GLAZIER (New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$40.00

Supplemental Benefit Rate per Hour: \$32.89

Supplemental Note: Supplemental Benefit Overtime Rate: \$40.54

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$33.24

Supplemental Note: Supplemental Benefit Overtime Rate: \$41.24

### 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

### Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

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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: 7/1/2012 - 4/30/2013

Wage Rate per Hour: \$23.40

Supplemental Benefit Rate per Hour: \$18.04

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

### Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

### **Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

(Local #1281)

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## **HEAT AND FROST INSULATOR**

### **Heat & Frost Insulator**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$54.28**  
Supplemental Benefit Rate per Hour: **\$31.36**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$55.98**  
Supplemental Benefit Rate per Hour: **\$32.36**

### **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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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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**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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$33.00**

Supplemental Benefit Rate per Hour: **\$24.15**

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

Wage Rate per Hour: **\$33.51**

Supplemental Benefit Rate per Hour: **\$24.64**

**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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$23.05**

Supplemental Benefit Rate per Hour: **\$17.85**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$18.35

### 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

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$39.52

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

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

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$42.89

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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$45.05**

Supplemental Benefit Rate per Hour: **\$57.85**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

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

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$61.23**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.70

Supplemental Benefit Rate per Hour: \$31.75

### 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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$24.25  
Supplemental Benefit Rate per Hour: \$12.30

**Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$23.25  
Supplemental Benefit Rate per Hour: \$12.30

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$12.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Groundperson**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$12.30

**Tree Remover / Pruner**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$29.25  
Supplemental Benefit Rate per Hour: \$12.30

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$19.25  
Supplemental Benefit Rate per Hour: \$12.30

**Watering - Plant Maintainer**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

### **Marble Finisher**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

### **Marble Polisher**

Effective Period: 7/1/2012 - 6/30/2013

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$34.24**

Supplemental Benefit Rate per Hour: **\$24.40**

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

Wage Rate per Hour: **\$34.50**

Supplemental Benefit Rate per Hour: **\$25.14**

### 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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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$33.87**

Supplemental Benefit Rate per Hour: **\$19.22**

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

Wage Rate per Hour: **\$34.07**

Supplemental Benefit Rate per Hour: **\$19.77**

**Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$23.07**

Supplemental Benefit Rate per Hour: **\$13.53**

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #79)

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## METALLIC LATHER

### Metallic Lather

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.23**

Supplemental Benefit Rate per Hour: **\$38.35**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

### Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

### Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

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

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (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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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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## **MILLWRIGHT**

### **Millwright**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.19

Supplemental Benefit Rate per Hour: \$45.67

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

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

1/2 day on New Year's Eve if work is performed in the A.M.

### **Shift Rates**

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2012 - 12/31/2012

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$43.93

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

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

Wage Rate per Hour: \$44.39

Supplemental Benefit Rate per Hour: \$35.12

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.09 per hour.

**Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$42.36

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

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

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$42.36

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

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

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

None

(Local #7)

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**PAINTER**

**Painter - Brush & Roller**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: **\$38.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 on overtime**

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: **\$29.75 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - SIGN**

**Designer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

**Journeyperson**

Effective Period: 7/1/2012 - 6/30/2013

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Christmas Day

### Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

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## PAINTER - STRIPER

### Striper (paint)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.00

Supplemental Benefit Rate per Hour: \$11.52

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### Lineperson (thermoplastic)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.00

Supplemental Benefit Rate per Hour: \$11.52

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.

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## Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

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## PAINTER - STRUCTURAL STEEL

### Painters on Structural Steel

Effective Period: 7/1/2012 - 9/30/2012

Wage Rate per Hour: \$46.25

Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$32.08

### Painter - Power Tool

Effective Period: 7/1/2012 - 9/30/2012

Wage Rate per Hour: \$52.25

Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**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: 7/1/2012 - 4/30/2013

Wage Rate per Hour: **\$37.44**

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: 5/1/2013 - 6/30/2013

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.

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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(District Council of Painters #9)

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## **PAVER AND ROADBUILDER**

### **Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$42.86**

Supplemental Benefit Rate per Hour: **\$32.15**

### **Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.99**

Supplemental Benefit Rate per Hour: **\$32.15**

### **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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$32.15**

### **Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$44.49**

Supplemental Benefit Rate per Hour: **\$32.15**

### **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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.20**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Supplemental Benefit Rate per Hour: \$32.15

### 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 15%, except if an employee works on production paving on New Year's Day or Christmas Day, they receive the single time rate plus one day's pay for the holiday worked.

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

Columbus Day

Election Day

Thanksgiving Day

### Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at fifteen percent (15%) over the single time rate, except that production paving work shall be paid at 25% over the single time rate. 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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$26.80

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

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$27.55

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

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

Wage Rate per Hour: \$34.50

Supplemental Benefit Rate per Hour: \$25.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**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**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$51.76**

Supplemental Benefit Rate per Hour: **\$37.19**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$74.10**

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

Wage Rate per Hour: **\$52.36**

Supplemental Benefit Rate per Hour: **\$37.34**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$74.40**

**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 million or less, and for public works jobs where the plumbing contract 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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 (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$32.96

Supplemental Benefit Rate per Hour: \$15.93

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

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$16.43

### 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$36.69**

Supplemental Benefit Rate per Hour: **\$25.46**

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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### Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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### PLUMBER: PUMP & TANK (Installation and Maintenance)

#### Plumber - Pump & Tank

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$52.31**

Supplemental Benefit Rate per Hour: **\$31.56**

#### 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**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$44.63**

Supplemental Benefit Rate per Hour: **\$23.10**

**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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$38.00**

Supplemental Benefit Rate per Hour: **\$27.07**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$27.37

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SANDBLASTER - STEAMBLASTER  
(Exterior Building Renovation)**

**Sandblaster / Steamblaster**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$23.10

**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).



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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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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$45.65**

Supplemental Benefit Rate per Hour: **\$40.50**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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

Wage Rate per Hour: **\$45.65**

Supplemental Benefit Rate per Hour: **\$42.00**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$36.52**

Supplemental Benefit Rate per Hour: **\$40.50**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$36.52

Supplemental Benefit Rate per Hour: \$42.00

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No 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.

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§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.09

Supplemental Benefit Rate per Hour: \$22.06

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(Local #28)

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**SIGN ERECTOR**

**(Sheet Metal, Plastic, Electric, and Neon)**

**Sign Erector**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$39.32

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

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$50.75**

Supplemental Benefit Rate per Hour: **\$49.68**

Supplemental Note: Overtime supplemental benefit rate: **\$98.62**

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

Wage Rate per Hour: **\$51.25**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

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

Wage Rate per Hour: \$51.25

Supplemental Benefit Rate per Hour: \$50.54

Supplemental Note: Overtime supplemental benefit rate: \$100.34

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$11.76

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

Wage Rate per Hour: \$37.05

Supplemental Benefit Rate per Hour: \$12.26

### Refrigeration and Air Conditioner Service Person V (4th year)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$29.82

Supplemental Benefit Rate per Hour: \$10.71

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

Wage Rate per Hour: \$30.44

Supplemental Benefit Rate per Hour: \$11.13

### Refrigeration and Air Conditioner Service Person IV (3rd year)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.71

Supplemental Benefit Rate per Hour: \$9.80

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$25.22  
Supplemental Benefit Rate per Hour: \$10.16

**Refrigeration and Air Conditioner Service Person III (2nd year)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$21.21  
Supplemental Benefit Rate per Hour: \$9.12

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$21.65  
Supplemental Benefit Rate per Hour: \$9.44

**Refrigeration and Air Conditioner Service Person II (2nd six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$17.60  
Supplemental Benefit Rate per Hour: \$8.50

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$17.96  
Supplemental Benefit Rate per Hour: \$8.78

**Refrigeration and Air Conditioner Service Person I (1st six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$10.95  
Supplemental Benefit Rate per Hour: \$7.90

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$11.18  
Supplemental Benefit Rate per Hour: \$8.10

**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.

**Overtime Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

### **Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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## **STONE MASON - SETTER**

### **Stone Mason - Setters**

Double time the regular rate after an 8 hour day.

Effective Period: 7/1/2012 - 6/30/2013

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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 12/25/2012

Wage Rate per Hour: \$43.32

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 12/26/2012 - 6/30/2013

Wage Rate per Hour: \$43.82

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.94**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$38.17**

Supplemental Benefit Rate per Hour: **\$26.76**

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

Wage Rate per Hour: **\$38.49**

Supplemental Benefit Rate per Hour: **\$27.42**

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### 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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$30.83

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

Wage Rate per Hour: \$48.55

Supplemental Benefit Rate per Hour: \$31.46

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TIMBERPERSON

### Timberperson

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$41.99

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, including benefits at the straight time rate for 8 hours.

(Local #1536)

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## TUNNEL WORKER

### Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.85

### Tunnel Workers (Compressed Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$50.19  
Supplemental Benefit Rate per Hour: \$45.29

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$49.27  
Supplemental Benefit Rate per Hour: \$44.51

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$48.37  
Supplemental Benefit Rate per Hour: \$43.67

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$48.37  
Supplemental Benefit Rate per Hour: \$43.67

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$42.09  
Supplemental Benefit Rate per Hour: \$41.41

**Blasters (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$49.62  
Supplemental Benefit Rate per Hour: \$44.75

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$47.48  
Supplemental Benefit Rate per Hour: \$42.84

**All Others (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$43.87  
Supplemental Benefit Rate per Hour: \$39.62

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.98

Supplemental Benefit Rate per Hour: \$34.27

**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.

**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.**

The undersigned hereby certifies that the above information is true and correct to the best of his knowledge and belief.

Signature of the undersigned

Name of the undersigned  
Title of the undersigned  
Address of the undersigned

(NO TEXT ON THIS PAGE)

**Staff List**

List all staff members, including their names, titles, and addresses, including benefits or other information.

Signature

Name of the undersigned

Address of the undersigned

Signature

Name of the undersigned



**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.

**APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS  
ADDENDUM  
EFFECTIVE PERIOD JANUARY 1, 2013 THROUGH JUNE 30, 2013**

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**List of Amended Classifications**

1. Boilermaker
2. House Wrecker
3. Iron Worker - Ornamental
4. Iron Worker - Structural
5. Mason Tender
6. Plasterer
7. Plumber

10/1/12  
10/1/12  
10/1/12  
10/1/12  
10/1/12

APPLICABLE  
WAGE RATE AT THE RATE OF THE LOCAL WAGE SURVEY FOR THE YEAR 2012  
AND 2013.

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## **ASBESTOS HANDLER**

**(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)**

### **Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 78% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.85

### **Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.85

### **Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 83% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.85

### **Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 89% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$14.85

(Local #78)

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## **BOILERMAKER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

### **Boilermaker (First Year)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.41

Effective Period: 1/1/2013 - 3/31/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$28.45

Effective Period: 4/1/2013 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$28.75

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$28.91

Effective Period: 1/1/2013 - 3/31/2013

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.03

Effective Period: 4/1/2013 - 6/30/2013

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$30.33

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 12/31/2012

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

Supplemental Benefit Rate Per Hour: \$30.40

Effective Period: 1/1/2013 - 3/31/2013

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

Supplemental Benefit Rate Per Hour: \$31.61

Effective Period: 4/1/2013 - 6/30/2013

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

Supplemental Benefit Rate Per Hour: \$31.91

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.89

Effective Period: 1/1/2013 - 3/31/2013

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.19

Effective Period: 4/1/2013 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.49

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.38

Effective Period: 1/1/2013 - 3/31/2013

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$34.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 4/1/2013 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$35.06

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.88

Effective Period: 1/1/2013 - 3/31/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.34

Effective Period: 4/1/2013 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.64

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.38

Effective Period: 1/1/2013 - 3/31/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$37.90

Effective Period: 4/1/2013 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$38.20

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Third Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

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**CEMENT MASON**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Cement Mason (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.54



**Cement & Concrete Worker (501 - 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journey person's rate  
Supplemental Benefit Rate Per Hour: \$18.37

**Cement & Concrete Worker (1001 - 2000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journey person's rate  
Supplemental Benefit Rate Per Hour: \$23.75

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journey person's rate  
Supplemental Benefit Rate Per Hour: \$24.57

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**

**(Ratio of Apprentice to Journey person: 1 to 1, 1 to 6)**

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journey person's rate  
Supplemental Benefit Rate Per Hour: 50% of Journey person's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journey person's rate  
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journey person's rate  
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journey person's rate  
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

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**ELECTRICIAN**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Electrician (First Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.25  
Supplemental Benefit Rate per Hour: \$11.19  
Overtime Wage Rate Per Hour: \$21.38

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Overtime Supplemental Rate Per Hour: \$11.96

**Electrician (First Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: \$9.86

Overtime Wage Rate Per Hour: \$17.25

Overtime Supplemental Rate Per Hour: \$10.48

**Electrician (Second Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.05

Supplemental Benefit Rate per Hour: \$12.54

Overtime Wage Rate Per Hour: \$25.58

Overtime Supplemental Rate Per Hour: \$13.47

**Electrician (Second Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$10.83

Overtime Wage Rate Per Hour: \$20.25

Overtime Supplemental Rate Per Hour: \$11.56

**Electrician (Third Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$19.15

Supplemental Benefit Rate per Hour: \$13.56

Overtime Wage Rate Per Hour: \$28.73

Overtime Supplemental Rate Per Hour: \$14.60

**Electrician (Third Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$11.79

Overtime Wage Rate Per Hour: \$23.25

Overtime Supplemental Rate Per Hour: \$12.63

**Electrician (Fourth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.10

Supplemental Benefit Rate per Hour: \$14.50

Overtime Wage Rate Per Hour: \$31.65

Overtime Supplemental Rate Per Hour: \$15.65

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**Electrician (Fourth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$12.76  
Overtime Wage Rate Per Hour: \$26.25  
Overtime Supplemental Rate Per Hour: \$13.71

**Electrician (Fifth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$25.30  
Supplemental Benefit Rate per Hour: \$17.52  
Overtime Wage Rate Per Hour: \$37.95  
Overtime Supplemental Rate Per Hour: \$18.85

**Electrician (Fifth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.50  
Supplemental Benefit Rate per Hour: \$15.71  
Overtime Wage Rate Per Hour: \$32.25  
Overtime Supplemental Rate Per Hour: \$16.84

**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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.40  
Effective 3/17/2013 - Supplemental Rate Per Hour: \$26.87

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.43  
Effective 3/17/2013 - Supplemental Rate Per Hour: \$27.92

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journey person's rate  
Supplemental Rate Per Hour: \$27.84  
Effective 3/17/2013 - Supplemental Rate Per Hour: \$29.38

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journey person's rate  
Supplemental Rate Per Hour: \$29.25  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$30.84

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
**(Ratio of Apprentice to Journey person: 1 to 1, 1 to 2)**

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journey person's rate  
Supplemental Benefit Per Hour: \$25.33  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$26.79

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journey person's rate  
Supplemental Benefit Per Hour: \$25.65  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$27.12

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journey person's rate  
Supplemental Benefit Per Hour: \$26.92  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$28.43

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journey person's rate  
Supplemental Benefit Per Hour: \$28.19

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Effective 3/17/2013 - 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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.64  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$27.05  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$29.75  
Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$32.45  
Supplemental Benefit Rate per Hour: \$20.07

(Local #15)

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**ENGINEER - OPERATING**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour 40% of Journeyman's Rate

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Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$18.65

(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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

**Floor Coverer (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

**Floor Coverer (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.75

(Carpenters District Council)

**GLAZIER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Glazier (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$11.97

**Glazier (Second Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.01

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.13

**Glazier (Third Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.38

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.54

**Glazier (Fourth Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.14

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.34

(Local #1281)

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**HEAT & FROST INSULATOR**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**



**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 80% of Journeyman'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: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$20.06  
Supplemental Benefit Rate per Hour: \$15.45

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$20.21  
Supplemental Benefit Rate per Hour: \$15.80

**House Wrecker - Second Year**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$21.06  
Supplemental Benefit Rate per Hour: \$15.45

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

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Wage Rate per Hour: \$21.26  
Supplemental Benefit Rate per Hour: \$15.80

**House Wrecker - Third Year**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$22.56  
Supplemental Benefit Rate per Hour: \$15.45

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$22.81  
Supplemental Benefit Rate per Hour: \$15.80

**House Wrecker - Fourth Year**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$25.06  
Supplemental Benefit Rate per Hour: \$15.45

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$25.36  
Supplemental Benefit Rate per Hour: \$15.80

(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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.06

**Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.89

**Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.73

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Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.34

**Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.39

**Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Rate Per Hour: \$36.22

**Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Rate Per Hour: \$37.89

**Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.40

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.39

**Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.23

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.34

**Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.06

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.29

**Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.73

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.19

**Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$35.39

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.09

(Local #580)

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**IRON WORKER - STRUCTURAL  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$23.62  
Supplemental Benefit Rate per Hour: \$41.21

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$24.10  
Supplemental Benefit Rate per Hour: \$43.12

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$24.22  
Supplemental Benefit Rate per Hour: \$41.21

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$24.70  
Supplemental Benefit Rate per Hour: \$43.12

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.82

Supplemental Benefit Rate per Hour: \$41.21

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

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$43.12

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

**(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

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

Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

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

Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

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

Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$31.75

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(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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$20.33**

Supplemental Benefit Rate per Hour: **\$16.16**

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

Wage Rate per Hour: **\$20.48**

Supplemental Benefit Rate per Hour: **\$16.51**

**Mason Tender - Second Year**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$21.33**

Supplemental Benefit Rate per Hour: **\$16.16**

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

Wage Rate per Hour: **\$21.53**

Supplemental Benefit Rate per Hour: **\$16.51**

**Mason Tender - Third Year**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$22.83**

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Supplemental Benefit Rate per Hour: \$16.16

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

Wage Rate per Hour: \$23.08

Supplemental Benefit Rate per Hour: \$16.51

**Mason Tender - Fourth Year**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$16.16

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

Wage Rate per Hour: \$25.63

Supplemental Benefit Rate per Hour: \$16.51

(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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.51

Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.57

Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year -Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$22.71  
Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$27.71  
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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$25.40  
Supplemental Benefit Rate per Hour: \$28.67

**Millwright (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$30.02  
Supplemental Benefit Rate per Hour: \$31.87

**Millwright (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$34.64  
Supplemental Benefit Rate per Hour: \$36.19

**Millwright (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$43.88  
Supplemental Benefit Rate per Hour: \$41.50

(Local #740)

**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.72

Supplemental Benefit Rate per Hour: \$15.75

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.29

Supplemental Benefit Rate per Hour: \$15.75

(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: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$14.20

Supplemental Benefit Rate per Hour: \$10.88

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.40

Supplemental Benefit Rate per Hour: \$10.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$17.75

Supplemental Benefit Rate per Hour: \$14.73

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$14.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$21.30

Supplemental Benefit Rate per Hour: \$17.64

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.60

Supplemental Benefit Rate per Hour: \$17.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$28.40

Supplemental Benefit Rate per Hour: \$23.02

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.80

Supplemental Benefit Rate per Hour: \$23.02

(District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

## **PLASTERER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$14.61

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.36

### **Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.09

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.84

### **Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.06

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.81

### **Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$18.14

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$18.89

### **Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$20.31

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$21.06

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$21.39

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.14

(Local #530)

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**PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.00  
Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.00  
Supplemental Benefit Rate per Hour: \$2.96

**Plumber - Second Year**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$17.96  
Supplemental Benefit Rate per Hour: \$16.25

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$18.26  
Supplemental Benefit Rate per Hour: \$16.32

**Plumber - Third Year**

Effective Period: 7/1/2012 - 12/31/2012

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$20.06**  
Supplemental Benefit Rate per Hour: **\$16.25**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$20.36**  
Supplemental Benefit Rate per Hour: **\$16.32**

**Plumber - Fourth Year**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$22.91**  
Supplemental Benefit Rate per Hour: **\$16.25**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$23.21**  
Supplemental Benefit Rate per Hour: **\$16.32**

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$24.31**  
Supplemental Benefit Rate per Hour: **\$16.25**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$24.61**  
Supplemental Benefit Rate per Hour: **\$16.32**

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: **\$36.38**  
Supplemental Benefit Rate per Hour: **\$16.25**

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: **\$36.68**  
Supplemental Benefit Rate per Hour: **\$16.32**

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Pointer - Waterproofer, Caulker Mechanic - First Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.45

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.40

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.15

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.15

(Bricklayer District Council)

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**ROOFER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

**Roofer - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

**Roofer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Roofer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Roofer - Fourth Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 30% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.37

**Sheet Metal Worker - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.87

**Sheet Metal Worker - Fourth Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.33

**Sheet Metal Worker - Fifth Year (1st Six Months)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.47

**Sheet Metal Worker - Fifth Year(2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.23

(Local #28)

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**SIGN ERECTOR**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$9.13

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2012 - 6/30/2013  
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)**

**Steamfitter - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

**Steamfitter - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

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

**Steamfitter - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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

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

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

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

**Stone Mason - Setters - Fifth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

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**TILE LAYER - SETTER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Tile Layer - Setter - Second 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

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

Supplemental Rate Per Hour: \$27.49

**Timberperson - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$27.49

**Timberperson - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$27.49

(Local #1536)

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less 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)**

**Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$22.65**

Supplemental Benefit Rate per Hour: **\$9.13**

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

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

Wage Rate per Hour: **\$22.97**

Supplemental Benefit Rate per Hour: **\$9.51**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$22.62**

Supplemental Benefit Rate per Hour: **\$9.13**

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

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

Wage Rate per Hour: **\$22.94**

Supplemental Benefit Rate per Hour: **\$9.51**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$22.57**

Supplemental Benefit Rate per Hour: **\$9.13**

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

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

Wage Rate per Hour: **\$22.90**

Supplemental Benefit Rate per Hour: **\$9.51**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

### Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Vacation

Less than 6 months of work.....no vacation

6 months of work.....three (3) days

1 year of work.....ten (10) days

5 years of work.....fifteen (15) days

15 years of work.....twenty (20) days

21 years of work.....twenty-one (21) days

22 years of work.....twenty-two (22) days

23 years of work.....twenty-three (23) days

24 years of work.....twenty-four (24) days

25 years or more of work.....twenty-five (25) days

Plus two Personal Days per year.

Sick Leave:

10 sick days per year.

Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

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## **BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

### **Residential Building Class "A" Cleaner/Porter**

**Residential Buildings Class "A":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

**Effective Period:** 7/1/2012 - 4/20/2013

**Wage Rate per Hour:** \$20.77

**Supplemental Benefit Rate per Hour:** \$8.68

**Supplemental Note:** for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

**Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18**

**Effective Period:** 4/21/2013 - 6/30/2013

**Wage Rate per Hour:** \$21.34

**Supplemental Benefit Rate per Hour:** \$9.43

**Supplemental Note:** for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

### **Residential Building Class "B" Cleaner/Porter**

**Residential Building Class "B":** buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

**Effective Period:** 7/1/2012 - 4/20/2013

**Wage Rate per Hour:** \$20.71

**Supplemental Benefit Rate per Hour:** \$8.68

**Supplemental Note:** for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

**Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18**

**Effective Period:** 4/21/2013 - 6/30/2013

**Wage Rate per Hour:** \$21.28

**Supplemental Benefit Rate per Hour:** \$9.43

**Supplemental Note:** for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Residential Building Class "C" Cleaner/Porter**

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: **\$20.65**

Supplemental Benefit Rate per Hour: **\$8.68**

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: **\$21.23**

Supplemental Benefit Rate per Hour: **\$9.43**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

**Vacation**

6 months.....three (3) days

1 year.....ten (10) days

5 years.....fifteen (15) days

15 years.....twenty (20) days

21 years.....twenty-one (21) days

22 years.....twenty-two (22) days

23 years.....twenty-three (23) days

24 years.....twenty-four (24) days

25 years.....twenty-five (25) days

Plus two Personal Days per year.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**SICK LEAVE**

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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**CLEANER (PARKING GARAGE)**

**Garage Cleaner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(NYC Administrative Code §6-109)

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**FOOD SERVICE EMPLOYEES**

**Cook**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$15.40

Supplemental Benefit Rate per Hour: \$1.72

**Cafeteria Attendant**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$10.24**  
Supplemental Benefit Rate per Hour: **\$1.72**

**Counter Attendant**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: **\$10.31**  
Supplemental Benefit Rate per Hour: **\$1.72**

**Kitchen Helper / Dishwasher**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: **\$9.83**  
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**

**Gardener**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: **\$17.04**  
Supplemental Benefit Rate per Hour: **\$1.72**

**Overtime**

Time and one half the regular rate after an 8 hour day or 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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**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: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 6/30/2013

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)

### Security Guard (Armed)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$27.75  
Supplemental Benefit Rate per Hour: \$4.73

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26; for new employee 121 days - 2 years of employment - \$4.37

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

Wage Rate per Hour: \$28.00  
Supplemental Benefit Rate per Hour: \$4.90

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43; for new employee 121 days - 2 years of employment - \$4.54

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Overtime Description**

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
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
- Christmas Day

**Vacation**

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

**Sick Leave**

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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**SECURITY GUARD (UNARMED)**

**Security Guard (Unarmed) 0 - 6 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$12.60

Supplemental Benefit Rate per Hour: \$4.37

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26

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

Wage Rate per Hour: \$12.85

Supplemental Benefit Rate per Hour: \$4.54

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43

**Security Guard (Unarmed) 7 - 12 months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$13.10  
Supplemental Benefit Rate per Hour: \$4.37

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$13.35  
Supplemental Benefit Rate per Hour: \$4.54

**Security Guard (Unarmed) 13 - 18 months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$13.60  
Supplemental Benefit Rate per Hour: \$4.37

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$13.85  
Supplemental Benefit Rate per Hour: \$4.54

**Security Guard (Unarmed) 19 - 24 months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$14.10  
Supplemental Benefit Rate per Hour: \$4.37

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$14.35  
Supplemental Benefit Rate per Hour: \$4.54

**Security Guard (Unarmed) 25 - 30 months**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$14.60  
Supplemental Benefit Rate per Hour: \$4.73

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$14.85  
Supplemental Benefit Rate per Hour: \$4.90

**Security Guard (Unarmed) 31 months or more**

Effective Period: 7/1/2012 - 12/31/2012  
Wage Rate per Hour: \$14.75  
Supplemental Benefit Rate per Hour: \$4.73

Effective Period: 1/1/2013 - 6/30/2013  
Wage Rate per Hour: \$15.15  
Supplemental Benefit Rate per Hour: \$4.90

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Overtime Description**

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
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
- Christmas Day

**Vacation**

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

**Sick Leave**

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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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.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**TEMPORARY OFFICE SERVICES**

**Administrative Assistant**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$31.02  
Supplemental Benefit Rate per Hour: None

**Cashier**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$11.50  
Supplemental Benefit Rate per Hour: None

**Clerk (various)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.60  
Supplemental Benefit Rate per Hour: None

**Computer Assistant**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.61  
Supplemental Benefit Rate per Hour: None

**Data Entry Operator**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$15.73  
Supplemental Benefit Rate per Hour: None

**Receptionist**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.71  
Supplemental Benefit Rate per Hour: None

**Secretary (various)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$18.72  
Supplemental Benefit Rate per Hour: None

**Word Processor**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$19.50  
Supplemental Benefit Rate per Hour: None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after a 40 hour 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**

**Window Cleaner**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$26.12**

Supplemental Benefit Rate per Hour: **\$9.13**

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

Wage Rate per Hour: **\$26.44**

Supplemental Benefit Rate per Hour: **\$9.51**

**Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$28.37**

Supplemental Benefit Rate per Hour: **\$9.13**

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

Wage Rate per Hour: **\$28.69**

Supplemental Benefit Rate per Hour: **\$9.51**

**Window Cleaner Apprentice (0 - 3 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$19.35**

Supplemental Benefit Rate per Hour: **\$0.00**

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

Wage Rate per Hour: **\$19.59**

Supplemental Benefit Rate per Hour: **\$0.00**

**Window Cleaner Apprentice (4 - 7 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$20.92**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$9.13

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

Wage Rate per Hour: \$21.18

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (8 - 11 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.17

Supplemental Benefit Rate per Hour: \$9.13

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

Wage Rate per Hour: \$22.44

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (12 - 15 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$23.43

Supplemental Benefit Rate per Hour: \$9.13

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

Wage Rate per Hour: \$23.72

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (16 - 17 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.70

Supplemental Benefit Rate per Hour: \$9.13

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

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$9.51

**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

New Year's Day  
Martin Luther King Jr. Day  
President's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Personal Day

**Vacation**

After 7 months but less than 1 year of service.....5 days  
1 year but less than 5 years of service.....10 days  
5 years of service but less than 15 years of service.....15 days  
15 years of service but less than 21 years of service.....20 days  
21 years.....21 days  
22 years.....22 days  
23 years.....23 days  
24 years.....24 days  
25 years or more of service.....25 days  
Plus 1 day per year for medical visit

**SICK LEAVE:**

10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)

(NO TEXT ON THIS PAGE)





Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
1 CENTRE STREET ROOM 1120  
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3621  
FAX NUMBER: (212) 669-8491

ALAN G. HEVESI  
COMPTROLLER

**MEMORANDUM**

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

.....

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

**LAM:er**  
**ACCO.SECURITY AT SITES**





NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 2 OF 3**

PROJECT ID: HWSRT200A

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:

WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENEUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK

TRIUMPH CONSTRUCTION CORP.

Contractor.

Dated NOVEMBER 19, 2013

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

[Signature]

Acting Corporation Counsel

JP  
4.3.13

Dated Apr. 13, 2013



**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 3 OF 3**

**SCHEDULE A  
ADDENDA NOS. 1 TO 5**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

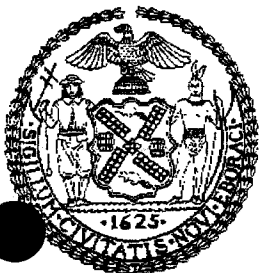
**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*WEIDLINGER ASSOCIATES*

**FEBRUARY 6, 2013**



**3-026**



## 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/sub\\_permits\\_and\\_applications/images\\_and\\_pdfs/TreePlantingStandards.pdf](http://www.nycgovparks.org/sub_permits_and_applications/images_and_pdfs/TreePlantingStandards.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**

<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: <u>\$1,200.00</u>
Article 17 Contract	Subcontracts	Not to Exceed <u>50%</u> of Contract Price
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet
Section 6.40 Standard Highway Specifications	Liquidated Damages For Engineer's Field Office	For Each Calendar Day of Deficiency <u>\$250.00</u>  If the Contractor fails to satisfactorily provide the field office and all equipment specified in <b>Section 6.40 - Engineer's Field Office</b> , and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in <b>Section 6.40.5</b> , is not corrected.
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: <u>\$250.00</u>  For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: <u>\$500.00</u>
Section 7.13 Standard Highway Specifications	Liquidated Damages For Maintenance of Site	For Each Calendar Day, For Each Occurrence: <u>\$250.00</u>  If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of <b>Section 7.13 - Maintenance of Site</b> , the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

**Date for Substantial Completion (Reference: Article 14)**

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 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 scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

<b>Month of Substantial Completion based on the Base Contract Duration</b>	<b>Number of Days of adjustment</b>
<b>January</b>	150
<b>February</b>	120
<b>March</b>	90
<b>April</b>	60
<b>May</b>	30
<b>June</b>	0
<b>July</b>	0
<b>August</b>	0
<b>September</b>	0
<b>October</b>	0
<b>November –December 15</b>	0
<b>December 16 – December 31</b>	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability      Art. 22.1.1	<p>\$3,000,000 per occurrence</p> <p>\$6,000,000 aggregate (applicable separately to this <b>Project</b>)</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> <li>1. <u>City of New York, including its officials and employees, and</u></li> <li>2. <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21<sup>st</sup> Floor, New York, NY 10004, of any material change and/or cancellation.</u></li> </ol>

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Workers' Compensation                      Art. 22.1.2</p> <p>■ Disability Benefits Insurance              Art. 22.1.2</p> <p>■ Employers' Liability                              Art. 22.1.3</p> <p>□ Jones Act    Art. 22.1.4</p> <p>□ U.S. Longshoremen's and Harbor Workers Compensation Act                              Art. 22.1.4</p>	<p>Workers' Compensation: Statutory per New York State law without regard to jurisdiction</p> <p>Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction</p> <p>Employers' Liability: \$2,000,000 each accident</p> <p>■ Additional Requirements:</p> <p>(1) <u>Two (2) certificates of such insurance or authority for self-insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21<sup>st</sup> Floor, New York, NY 10004</u></p>
<p>□ Builders' Risk                                      Art. 22.1.5</p>	<p>_____ % 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</p>

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Comprehensive Business Auto Coverage Art. 22.1.6	\$2,000,000 per accident  If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.  Additional Insureds:  (1) <u>City of New York, including its officials and employees, and</u>  (2) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</u>
<input type="checkbox"/> Pollution/Environmental Liability Art. 22.1.7	\$ _____ per occurrence \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.8(a)	\$ _____ per occurrence \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

**SCHEDULE A**

**(RELATING TO ARTICLE 22 – INSURANCE)**

**(PART I CONTINUED)**

**Insurance indicated by a blackened box (■) or by X in a  to left will be required under this contract**

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<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. City of New York, including its officials and employees, and  2. _____  3. _____
<input type="checkbox"/> Marine Pollution Liability      Art. 22.1.8(d)	\$ _____ each occurrence  Additional Insureds: 1. City of New York, including its officials and employees, and  2. _____  3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>[OTHER] Art. 22.1.9</p> <p>■ 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 # and the name of the railroad property where the work is being performed and the Agency Permit.</li> <li>• Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <u>Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.</u></li> </ul>	<p>\$2,000,000 per occurrence</p> <p>\$6,000,000 annual aggregate</p> <p>Named Insureds:</p> <p>1. <u>New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.</u></p>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>[OTHER]</p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</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>	<p>Art. 22.1.9</p>
<p>[OTHER]</p> <p>■ Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></p>	<p>Art. 22.1.9</p> <p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>



**SCHEDULE A**

**(RELATING TO ARTICLE 22 – INSURANCE)**

**PART II. BROKER’S CERTIFICATION**

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

**CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
NOTARY PUBLIC

**SCHEDULE A**

**(RELATING TO ARTICLE 22 – INSURANCE)**

**PART III. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWSRT200A

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:

WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENEUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: February 8, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised)
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

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

**[Added 12-09-2010]**

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

**[Added 01-09-2011]**

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**  
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;  
Substitute the following revised **Subsection 4.16.5.(B)**:

**"(B) STUMP REMOVAL**

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

**[Added 04-18-2011]**

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT**;  
Delete the first three (3) paragraphs on page 219:  
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

**[Added 07-01-2011]**

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**;  
Delete line (b) under the first paragraph;  
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at [bridgeshold@dot.nyc.gov](mailto:bridgeshold@dot.nyc.gov) for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

**[Added 07-27-2011]**

5. Refer to Page 37, **Subsection 1.06.46. (A) 6. Sign Graphics;**  
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe \*.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;  
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe \*.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

**[Added 09-27-2012]**

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**  
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";  
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration**;

Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m)**, in their entirety;

Substitute the following revised text:

- "(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz - 2 DIMMSs
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
- "(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
- "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

- ~~2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)** ;  
Delete the text under **Subsection (b)**, which begins with the words  
"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;  
Substitute the following revised text:~~

- ~~"(b) **One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers**."~~

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;  
Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;  
Substitute the following revised text:

**6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU).** In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;  
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1



6. Refer to Page 496, Subsection 7.20.4. **METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";  
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, **Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;  
Delete the text under **Subsections (g) and (k)**, in their entirety;  
Substitute the following revised text:

"(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.

(k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;  
Delete the text under **Subsection (a)**, in its entirety;  
Substitute the following revised text:

"(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C) (c) (2) (b)**, as amended by Article 2 on page A1-2 of this Addendum;  
Delete the text under **Subsection (b)**, in its entirety;  
Substitute the following words: "**(b) (No Text)**."

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;  
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**;  
Delete **Section 7.88**, in its entirety;  
Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. Refer to Page 394, Subsection 6.52.3. METHODS;  
Insert the following new sentence to the end of the third paragraph:

"However, on Federally Funded Projects all uniformed full-time flagpersons paid under this item, irrespective of where they are used in Examples #1 and #2, shall be deemed to be Laborers and shall not be paid less than the highest minimum hourly rate as set forth by Federal, State or City laws."

**SECTION 7.88 (Revised)**  
**Rodent and Waterbug Pest Control**

**7.88.1. DESCRIPTION.** The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

**7.88.2. MATERIALS.** All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContractBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

**7.88.3. PERSONNEL.** The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

**7.88.4. METHODS.** Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

**7.88.5. EDUCATION & TRAINING.** The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

#### **7.88.6. RECORDS AND REPORTS.**

##### **(A) GENERAL**

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

##### **(B) SURVEY AND MONITORING WORK**

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

##### **(C) RODENT AND WATERBUG CONTROL WORK**

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

**7.88.7. NONCONFORMANCE.** If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

**7.88.8. MEASUREMENT.**

**(A) RODENT INFESTATION SURVEY AND MONITORING**

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

**(B) RODENT BAIT STATIONS**

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

**(C) BAITING OF RODENT BAIT STATIONS**

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

**(D) WATERBUG BAIT APPLICATION**

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

**7.88.9. PRICES TO COVER.**

**(A) RODENT INFESTATION SURVEY AND MONITORING**

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK



3. NEW SECTIONS

## SECTION T-60000B

### Cable spec. for 120 volt power supply

#### Cable Name

This cable shall be called 2c-10 B (breakdown 2c-10 B= 2 number 10awg conductors with a third wire for grounding.)

#### Intended use

This cable is to be used for 120 volt power systems in NYC.

The cable shall be rated for 600 Volts and have a polyethylene –insulated, jacketed cable for use in under ground conduit or for aerial use(must have strain relief's built in for aerial use without a messenger cable). The outer jacket shall be a black in color and be UV resistant and made to endure extreme outdoor usage unprotected without deterioration of insulation or outer jacket fading. This cable shall be rated for direct burial with out conduit covering or other protection.

#### Construction

The conductors shall be round annealed copper conforming to ASTM designation b-3.

This cable shall be a 3 conductor type with two number ten AWG wire size conductors one white solid wire and one black solid wire with the third conductor number 8 AWG bare stranded wire.

#### Insulation

The insulation shall be a heat-stabilized polyethylene conforming to the requirements of ASTM designation D 1248 for type 1 category 5 grade E4 materials. This insulation shall be concentrically applied about the conductor. This installation shall meet the following requirements when tested in accordance with the procedures of ASTM designation D 2633 and D 1351.

This cable shall meet all other requirements as listed in the NYC DOT traffic specifications 3/95

*Payment will be made under:*

Item No.	Item	Pay Unit
T-60000B	FURNISH 2 c #10B (BREAKDOWN=2#10 WITH 3 <sup>RD</sup> WIRE FOR GROUNDING)	L.F.

#### 4. SPECIAL PROVISIONS

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

A. SPECIAL STAGING REQUIREMENTS. The Contractor is informed that due to a concurrent New York City Transit (NYCT) Station Rehabilitation Project Overlapping this Project, the Contractor is expected to coordinate its construction work in Westchester Avenue at the intersection of Zerega Avenue, Castle Hill Avenue and Middletown Road with the NYCT Contract A-36007 as per the "SPECIAL MPT STAGE NOTES" shown on Sheet 37 of 43 of the Contract Drawings.

B. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

C. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

D. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During

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\* Please note that this embargo only applies to NYCDOT construction permits.

\* List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:  
<http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

E. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

F. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

#### NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

(A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy

shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

- (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The

insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Scheule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

- (D) Railroad Protective Liability Insuranace policy shall be required as specified in Schedule A.
- (E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or subcontractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

- a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. ("ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection  
C/O Mr. John Malvasio  
Director, MOW Engineering  
130 Livingston Street, Room 8044F  
Brooklyn, NY 11201  
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk

and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04

version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (1) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

G. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK.

The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

H. NOISE CONTROL. The Contractor is directed to Title 24, Chapter 2 of the Administration Code of the City of New York, known as the "New York City Noise Code" by the Department of Environmental Protection. The provisions of this code and its most recent additions and revisions shall apply to this contract. In the event of a conflict between the requirements of the New York City Noise Code and the requirements of Noise Control contained in these special notes, the more stringent of the two shall apply.

The Contractor shall plan and carry out work on this Project to ensure that the noise from construction equipment and activities does not exceed the limits specified herein. The noise abatement operations and conditions specified shall be carried out by the Contractor to limit noise in project and adjacent areas. The Contractor shall conduct a continuous educational effort for the workers on the site to ensure that they are aware of their roles in minimizing noise propagating from the site.

In order to monitor noise abatement operations the Contractor shall employ services of "Noise Control Specialist" for the duration of construction activity. The contractor shall submit qualifications and experience of the prospective specialist/firm to the Engineer for prior approval. The specialist/firm must satisfy the eligibility requirements of qualifications and work experience as required by the N.Y.C.D.E.P.

The monitoring protocol shall be as follows:

- (a) There shall be one outdoor and one indoor monitoring station for each work area or 1,000 ft. of street length whichever is less.
- (b) Monitoring of noise level shall be done prior to start of construction and during construction for each station at the same work hours specified in the contract.
- (c) Locations of monitoring stations shall be recommended by the noise control specialist for approval of the Engineer.
- (d) Engineer shall provide indoor station locations to the contractor after ascertaining availability of the said station from the Community Board.

Should the Contractor fail to carry out the noise abatement operations and conditions specified herein, the Engineer shall have the authority to suspend all work until such time as the Engineer deems that the Contractor has complied with the requirements.

The following additional requirements for noise control shall apply to this contract:

1. Noise Level Requirements for Construction Equipment

- (a) The Contractor shall ensure that all Contractor and Subcontractor equipment, of the types listed in Table A to be used on-site for a total duration greater than 5 days, shall be tested for compliance with the stated noise emission limits during the first day of use on the construction site or at an alternative site acceptable to the Engineer.
- (b) All equipment as described in (a) above shall be re-tested at 6 month intervals while in use on site.
- (c) All compliance tests shall be performed by the Contractor.
- (d) For each piece of equipment tested, the Contractor shall provide a noise report to the Engineer as shown in Figure A.
- (e) Equipment of the types listed in Table A, as described above, shall not be used on-site without valid certificates of noise compliance.
- (f) The Contractor shall provide to the Engineer two noise meters meeting the requirements of Section 2(d) herein. Two acoustic calibrators of the type recommended by the meter manufacturer shall also be provided.



TABLE A

CONSTRUCTION EQUIPMENT NOISE EMISSION LIMITS:  
MEASURED AT 50 FEET FROM CONSTRUCTION EQUIPMENT

<u>Equipment Category</u>	<u>Noise Level, dBA(SLOW)</u>
Auger	83
Backhoe	80
Bar Bender	80
Cherry Picker	80
Chain Saw	86
Compactor	80
Compressor	70
Concrete Mixer	86
Concrete Pump	82
Concrete or Diamond Saw	90
Crane	86
Crawler Miller	90
Dozer	86
Front End Loader	80
Generator	82
Gradall	86
Grader	86
Jackhammer	88
Man Lift	80
Mounted Impact Hammer	95
Paver	86
Pneumatic Tools	86
Roller	80
Scraper	86
Shotcrete Liner (tire-mounted)	79
Striper (walk-behind)	80
Tractor	84
Traffic Line Remover	80
Truck (including truck-mounted equipment)	84
Vibrator	80
Vibratory Pile Driver	95
All Other Equipment with Engines Larger than 3750W	86
Impact Pile Driver	105 dBC(FAST)

FIGURE A

CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: \_\_\_\_\_  
 Contract Name & Number: \_\_\_\_\_  
 Equipment Type: \_\_\_\_\_  
 Manufacturer & Model Number: \_\_\_\_\_  
 Identification Number: \_\_\_\_\_  
 Rated Power & Capacity: \_\_\_\_\_  
 Operating Condition During Test: \_\_\_\_\_

Measured Sound Levels at 6 to 15 meters:

Measured Values and Distance:

Engine-Powered or Concrete-Breaking Equipment:  
 Right Side: \_\_\_\_\_ dBA(SLOW), at \_\_\_\_\_ meters  
 Left Side: \_\_\_\_\_ dBA(SLOW), at \_\_\_\_\_ meters  
 Impact Pile Driving Equipment:  
 Right Side: \_\_\_\_\_ dBC(FAST), at \_\_\_\_\_ meters  
 Left Side: \_\_\_\_\_ dBC(FAST), at \_\_\_\_\_ meters

Equivalent Values at 50 Feet Distance:

Engine-Powered or Concrete-Breaking Equipment:  
 Right Side: \_\_\_\_\_ dBA(SLOW).  
 Left Side: \_\_\_\_\_ dBA(SLOW).  
 Impact Pile Driving Equipment:  
 Right Side: \_\_\_\_\_ dBC(FAST).  
 Left Side: \_\_\_\_\_ dBC(FAST).

Maximum Values Allowed for this Equipment: \_\_\_\_\_ dBA(SLOW) at 15 meters  
 \_\_\_\_\_ dBC(FAST) at 15 meters

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name, Work Address & Phone No. \_\_\_\_\_  
 of NYSDOT Inspector \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR'S ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_

2. Noise Level Test Procedures of Construction Equipment

- (a) All engine-powered equipment shall be operated by the Contractor or Contractor's representative at high idle (maximum governed rpm) under full load conditions during the tests.
- (b) Portable and mounted impact hammers, such as hoe rams and jackhammers to be used to concrete breaking, shall be tested during the first day of actual operation at the construction site under maximum load conditions as rated by the equipment manufacturer.
- (c) Pile driving equipment shall be tested at the construction site under maximum load conditions as rated by the manufacturer.
- (d) All noise certification measurements shall be performed with an instrument that is in compliance with the criteria for a Type 1 (Precision) or Type 2 (General Purpose) Sound Level Meter as defined in the current revision of ANSI Standard S1.4. An acoustic calibrator of the type recommended by the sound level meter manufacturer shall be used prior to all measurements.
- (e) If possible, measurements shall be made at 50 feet ( $\pm 1.5$  feet) from the right and left sides of the equipment casing, at a height of 5 feet above ground level, with the equipment operating as indicated in items (a), (b) or (c) above for a minimum period of 1 minute. Measurements made at less than 50 feet, because of space limitations at the test site, shall be reduced by the values given in Table B to estimate the 50-foot sound level.

TABLE B

ADJUSTMENTS FOR CLOSE-IN EQUIPMENT NOISE MEASUREMENTS

Measurement Values to be Subtracted from Measured Sound Level  
Distance (Feet) to Estimate Sound Level at 50 Feet (dBA)

20 to under 21	8
21 to under 23	7
23 to under 26	6
26 to under 29	5
29 to under 33	4
33 to under 37	3
37 to under 41	2
41 to under 47	1
47 to under 50	0

3. Compliance with Equipment Noise Level Requirements

- (a) The Engineer shall retain a copy of the noise report from the Contractor with each piece of equipment used on the project of the types listed in Table A. The report shall be on the form shown in Figure A with certification by the noise control specialist hired by the contractor that equipment noise emissions do not exceed those prescribed.
- (b) If the noise levels obtained during the tests exceed those specified in Table A the Contractor shall promptly modify or alter such equipment and retest, or substitute other equipment to meet the noise level requirements.
- (c) Upon compliance, (including the certification date and equipment identification number) the Engineer will keep the noise reports readily available on file in the Construction field office for inspection upon request.
- (d) The Certification of Noise Compliance will remain valid for a period of 6 months only. Delays caused by certification refusal or by time lost in improving the rejected equipment or finding alternate acceptable equipment shall not be a basis for any monetary or time delay claims or for avoidance of late completion penalties.
- (e) All equipment shall be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the equipment in use meets the requirements specified in Table A. For this purpose, the Contractor shall furnish noise-measurement instrumentation that complies with the standards specified in paragraph 2.(d). If such tests are requested by the Engineer, the Contractor shall locate and operate the equipment as directed by the Engineer so as to facilitate the measurements. The Engineer shall provide the Contractor with a copy of the results of the measurements. If such tests demonstrate that any equipment does not comply with the requirements specified in Table A, its Certificate of Noise Compliance shall be revoke and equipment shall be taken out of use until compliance is achieved. A new Certificate of Noise Compliance will then be issued.

4. Construction Noise Level Exposure Limits

- (a) In no case shall the public be exposed to construction noise levels exceeding 100 dBA (SLOW) or to impulsive noise levels exceeding 125 dBC (FAST).
- (b) Construction activities shall be conducted in such a manner that the equivalent noise level (Leq) over any one-hour period does not exceed 85 dBA at any noise-sensitive locations (e.g. residence and hotels).

5. Construction Noise Level Exposure Test Procedures

- (a) All noise exposure measurements will be performed with an integrating sound level meter. An acoustic calibrator will be used prior to all measurements.
- (b) The measurement microphone of the sound level meter shall be fitted with an appropriate windscreen, and will be located 1.5 meters above the ground and at least 5 feet away from the nearest sound-reflective surface for the tests.
- (c) Noise exposure measurements will be taken at noise-sensitive locations closest to the construction activities at least once each week and as dictated by construction activities. Measurement periods at each location shall be a minimum of one hour.
- (d) Construction noise exposure measurements will coincide with periods of maximum noise-generating construction activity, and will be performed during the construction phase or activity that the greatest potential to create annoyance or to exceed the noise exposure limits.

6. Compliance with Construction Noise Level Exposure Limits

- (a) Construction noise exposure data will be collected by the Contractor on a weekly basis. The noise report will include (1) a sketch indicating the locations of the measurements and of all nearby construction equipment operating during the measurement period, (2) the measured maximum A-weighted noise level at each location, in terms of dBA (SLOW), (3) the measured maximum C-weighted noise level, in terms of dBC (FAST) and (4) the measured one-hour Leq (in dBA).
- (b) In the event that the measured noise levels exceed the limits specified in paragraph 4 above, the Engineer will immediately notify the Contractor and the Contractor shall implement corrective actions as directed by the Engineer.
- (c) All construction activities will be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the noise levels meet the exposure limits specified in paragraph 4 above. If such tests demonstrate that the noise levels exceed the specified limits, the Contractor shall implement corrective actions as directed by the Engineer.

7. General Requirements for Construction Equipment Noise Control

- (a) The Contractor shall minimize the use of impact devices, such as jackhammers, pavement breakers, and hoe rams. Where possible, concrete crushers or pavement saws shall be used

rather than hoe rams for tasks such as grillage removal and pavement demolition.

- (b) All pneumatic impact tools and equipment used at the construction site shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (c) All impact devices (i.e. jackhammers and pavement breakers) shall be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (d) Hoppers, conveyors transfer points, storage bins, and chutes shall be lined or covered with sound-deadening material.
- (e) The Contractor shall minimize the use of air or gasoline-driven hand tools.
- (f) All other equipment, including internal combustion engines, shall have mufflers and shield paneling recommended by the manufacturers thereof.

8. General Operational Requirements for Construction Noise Control

- (a) The Contractor shall operate equipment so as to minimize banging, clattering, buzzing, and other annoying types of noises, especially near noise-sensitive locations.
- (b) The Contractor, to the extent feasible, shall configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise-sensitive locations and nearby buildings.
- (c) The Contractor shall minimize noise from the use of backup alarms near residential buildings by using self-adjusting, ambient noise-sensitive backup alarms that meet OSHA regulations.
- (d) In no case shall the above restrictions limit the Contractor's responsibility for compliance with all applicable Federal, state and local safety ordinances and regulations and other sections of these construction specifications.

9. Acoustic Shed Requirements

- (a) All noise-generating mechanical equipment that is operated by the Contractor at any time other than weekdays between the hours of 7:00 a.m. and 6:00 p.m. shall be enclosed within an acoustic shed. Such equipment includes, but is not limited to, generators for traffic sign boards and lighting.

- (b) Acoustic sheds shall consist of three-sided, closed-top enclosures, oriented such that the open end of the shed faces away from residential or hotel buildings.
- (c) The shed shall be constructed of 0.5 inch plywood sheeting, or other acceptable material weighing at least 1.5 pounds per square foot, on timber framing with no gaps at joints or corners. Gaps between the bottom edge of the shed panels and the ground shall not exceed 1 inch in width and shall be closed off with solid strips of rubber, neoprene or other suitably dense material.
- (d) The inside of the shed shall be lined with glass fiber or mineral wool type sound-absorbing material at least 2 inches thick, protected by wire mesh or perforated sheets that have at least 30 percent open area.

10. Cost of Work

- (a) The cost of all labor, materials, equipment, insurance necessary for noise abatement measures as described in this section, any necessary modifications of construction methods or equipment and any delays to construction due to work suspension due to non-compliance with noise control requirements or due to necessary modifications to construction methods for compliance with the noise control requirements is deemed included in the prices bid for the items of work for which the equipment is used.

I. UNDER-SIDEWALK VAULTS. The Contractor is hereby advised that under-sidewalk vaults may be present in both sidewalk and roadway areas within the project limits. Where Contractor claims any locations can not be completed because of vaults, he should indicate by which method he has determined vault interference and provide that information to the Engineer.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, he/she shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade by drilling holes (at no direct payment), or by Test Pits, under Item No. 9.00 C, as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to his failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

- A- DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAY OPERATIONS, PERMIT SECTION, 55 WATER STREET, CONCOURSE LEVEL, NEW YORK, NEWYORK 10041
- B- NEW YORK CITY DEPARTMENT OF BUILDINGS
- C- NEW YORK CITY BUREAU OF FRANCHISES

Where vault roofs are determined to interfere with construction of standard pedestrian ramps, the Engineer's may approve for construction of, or installation of, non-standard pedestrian ramps, which may include relocation of ramps and/or partial roadway ramps.

An overall field sketch of each corner suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of his/her investigation shall be furnished by the Contractor to the Engineer for review at least ten (10) working days prior to start of work at that respective corner. Said photographs shall be in addition to those required under Item 6.43. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed pedestrian ramps. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at his own expense.

J. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be



accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

K. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES.

Contractor shall plan and/or stage his/her work schedule using all hours/days available, provided it is in compliance with the requirement of Article "A. SPECIAL STAGING REQUIREMENT" in these Special Provisions. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

L. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

M. VEHICLES. The Contractor shall be required to furnish one (1) vehicle to be used by 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, 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 5 business days with a comparable vehicle.

The vehicle 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 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 vehicle is 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, the Contractor shall make the vehicle available for inspection by Fleet Administration. Upon determination by Fleet Administration that the vehicle satisfies 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 the vehicle is no longer required under this contract, as described above, it shall be de-registered by the City and promptly returned to the Contractor.

N. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

O. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

P. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

Q. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

R. 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.



## Department of Transportation

JANETTE SADIK-KHAN, Commissioner

### OCMC TRAFFIC STIPULATIONS

09/24/2012

OCMC FILE NO: BXEC-12-337 (FORMERLY- BXEC-11-042)  
 CONTRACT NO: HWSRT200A  
 PROJECT: CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS.

LOCATION(S): VARIOUS LOCATIONS

PERMISSION IS HEREBY GRANTED TO THE DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

#### A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **BUS STOPS** – THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
4. **METERS** – THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
5. **ACCESS TO ABUTTING PROPERTIES** – THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
6. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
7. **NOTIFICATION** – THE CONTRACTOR MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
8. **ENHANCED MITIGATIONS.**
  - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

#### B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. When working at the intersection of Westchester Avenue and St. Lawrence Avenue, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain one (1) eleven (11) foot lane for traffic and a minimum of five (5) foot clear sidewalk on St. Lawrence Avenue. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm.
2. When working at the intersection of Westchester Avenue and Castle Hill Avenue, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain three (3) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Castle Hill Avenue. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm on Westchester Avenue and 9am-4pm Monday thru Friday and Saturday 8am-6pm on Castle Hill Avenue. Full width of roadway shall be opened to traffic when site is unattended on Castle Hill Avenue.
3. When working at the intersection of Westchester Avenue and Zerega Avenue, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain one (1)

NYC Department of Transportation  
 Bureau of Permit Management and Construction Control  
 55 Water Street - 7<sup>th</sup> Floor, New York, NY 10041  
 T: 212.839.9621 F: 212.839.8970  
[www.nyc.gov/dot](http://www.nyc.gov/dot)

OCMC FILE NO: BEXC-12-337  
 CONTRACT NO: HWSRT200A  
 PROJECT: CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS.

- eleven (11) foot lane on one-way street and two (2) eleven (11) foot lanes on two-way street and minimum of five (5) foot clear sidewalk on Zerega Avenue. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm.
4. When working at the intersection of Westchester Avenue and Middletown Road, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain three (3) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Middletown Road. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm on Westchester Avenue and 9am-4pm Monday thru Friday and Saturday 8am-6pm on Middletown Road. Full width of roadway shall be opened to traffic when site is unattended on Middletown Road.
  5. When working to raised Concrete Island at Westchester Avenue and Ericson Place, Contractor must maintain two (2) eleven (11) foot lanes for traffic on Westchester Avenue and maintain one (1) eleven (11) foot lane for traffic on Ericson Place. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm.
  6. When working at the intersection of Westchester Avenue and at Edison and Buhre Avenues, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain one (1) eleven (11) foot lane for traffic and minimum of five (5) foot clear sidewalk on Edison and Buhre Avenues. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm.
  7. When working at the intersection of Westchester Avenue and Crosby Avenue, Contractor must maintain two (2) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Westchester Avenue and maintain three (3) eleven (11) foot lanes for traffic and a minimum of five (5) foot clear sidewalk on Crosby Avenue. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-6pm on Westchester Avenue and 9am-4pm Monday thru Friday and Saturday 8am-6pm on Crosby Avenue. Full width of roadway shall be opened to traffic when site is unattended on Crosby Avenue.

**SPECIAL NOTE:**

1. ONLY CLOSED ONE (1) CROSSWALK AT A TIME AT ANY LOCATIONS.
2. MUST COORDINATE WITH ALL BUSINESS BEFORE STARTING WORK AT ANY LOCATIONS.

**C. GENERAL NOTES**

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
4. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
5. THE PERMITEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

OCMC FILE NO: BEXC-12-337  
CONTRACT NO: HWSRT200A  
PROJECT: CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
9. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.
10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.



\_\_\_\_\_  
JOSEPH E. NOTO  
EXECUTIVE DIRECTOR  
OCMC-STREETS



\_\_\_\_\_  
GARY SMALLS  
PROJECT MANAGER  
OCMC-STREETS

JPN/GS



## THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE  
Assistant Commissioner  
for Legal Affairs

Bureau of Legal Affairs  
44 Beaver Street  
New York, NY 10004  
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FAX (212) 837-8243

### Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

#### INTERPRETIVE MEMORANDUM # 2 February 14, 1995

*Subject: Temporary Storage and Processing of Construction and Demolition Debris  
by New York City Agency Contractors*

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

#### 1. When No Transfer Station Permit is Required

Where a City contractor has:

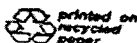
- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as: -

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce  
New York's Waste.



*Example: Street Construction Projects*

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of \_\_\_\_\_ (the "Agency")  
has awarded a construction contract to \_\_\_\_\_ (Contractor)  
\_\_\_\_\_ (the "Contractor") for work to be performed at \_\_\_\_\_ (Contract  
Site) \_\_\_\_\_.

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration



bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

(NO TEXT ON THIS PAGE)



FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

- Appendix A - BUY AMERICA CERTIFICATION
- Appendix A1 - DISCLOSURE OF LOBBYING ACTIVITIES
- Appendix A2 - CERTIFICATION OF A CONTRACTOR REGARDING  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
- Appendix A3 - CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS
- Appendix B - REQUIRED CONTRACT PROVISIONS DBE Program
- Appendix C - DETERMINING GOOD FAITH EFFORTS
- Appendix D - PROMPT PAYMENT AFFIDAVIT
- Appendix E - SAMPLE PRIME CONTRACTOR AWARD LETTER
- Appendix F - MINORITY OWNED FINANCIAL INSTITUTIONS
- Appendix G - PREVAILING WAGE RATES, CURRENT DAVIS-BACON  
PREVAILING WAGE RATES

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

DBE FORMS:

- AAP 15                    DESIGNATION OF AFFIRMATIVE ACTION  
                             REPRESENTATIVES  
                             BY CONTRACTORS/SUBCONTRACTORS  
  
                             SUBCONTRACTOR/CONSULTANT PROFILE FORM
- AAP10                    D / M /WBE SOLICITATIONS LOG
- AAP 19 FTA                DISADVANTAGED BUSINESS ENTERPRISE  
                             SCHEDULE OF UTILIZATION
- AAPHC 89 FTA             DBE UTILIZATION WORKSHEET  
  
                             INITIAL LIST OF SUBCONTRACTORS
- AAPHC 89-1 FTA          DBE UTILIZATION WORKSHEET AMENDMENT
- AAP 21LL                  CONTRACTOR REPORT OF CONTRACT PAYMENTS  
  
                             SUBCONTRACTOR/SUBCONSULTANT MONTHLY PAYMENT  
                             REPORT  
  
                             AGENCY CHIEF CONTRACTING OFFICE, CIVIL RIGHTS  
                             COMPLAINT FORM
- AAP 23LL                  PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION  
  
                             ANNUAL LIST OF SUBCONTRACTORS

In addition to compliance with the above FTA requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the FTA Regulations shall take precedence.

3. All references to M/WBE within the Bid Documents shall be deleted and the Disadvantaged Business Enterprise (DBE) requirements with a goal of 5% shall be substituted.
4. Amendments to Information for Bidders:
  - a) Refer to Page 6, SECTION 20. Low Tie Bids;  
Delete Article 20 in its entirety and substitute the words  
"20. (NO TEXT).
  - b) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);  
Delete the SECTION, in its entirety. See FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES attachment, Article 29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) and Appendices B, C, D, and E.
5. Amendments to Standard Construction Contract:
  - a) Refer to Page 22, ARTICLE 21. RETAINED PERCENTAGE;  
Delete Article 21, in its entirety;  
Substitute the following:  

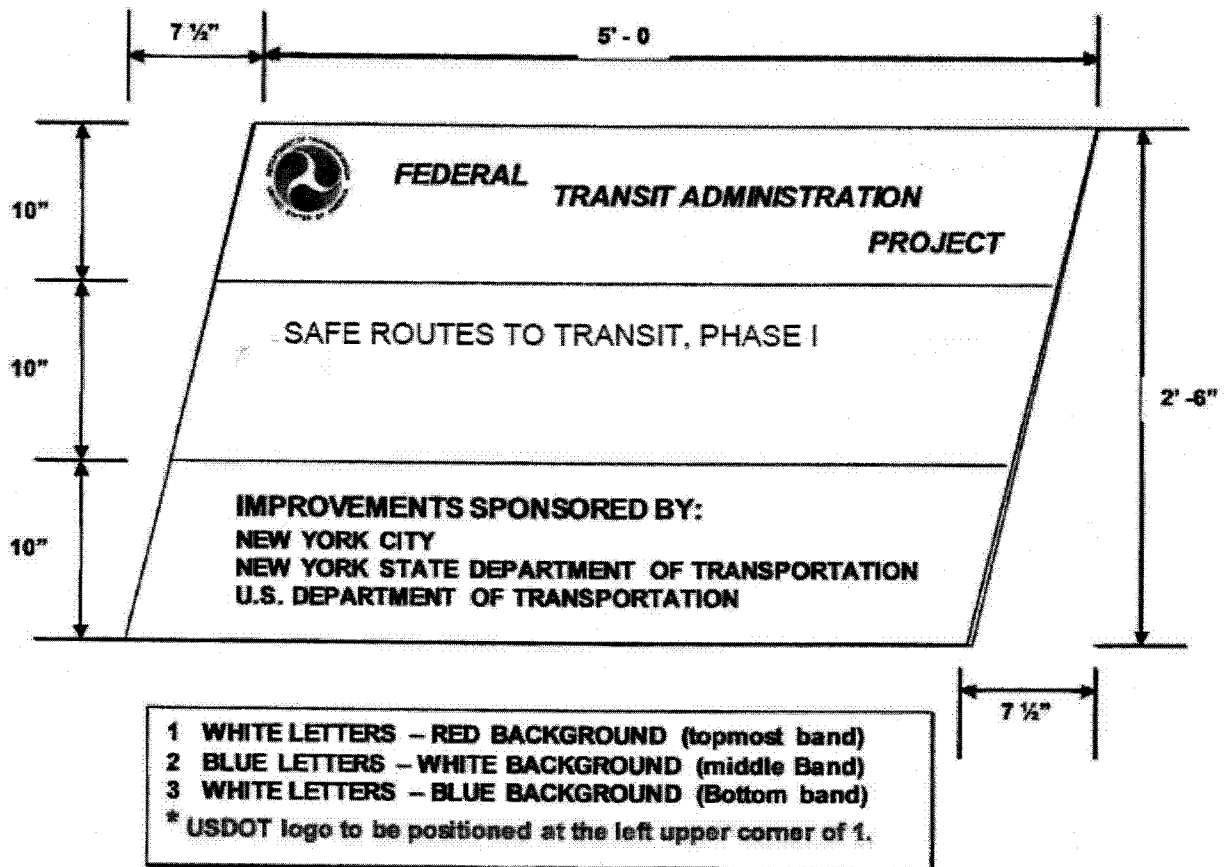
**"ARTICLE 21. (NO TEXT)"**
  - b) Refer to Page 63, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;  
Delete Article 67, in its entirety. See FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES attachment, Article 29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26) and Appendices B, C, D, and E.
6. Amendments to the NYC Department of Transportation Standard Highway Specifications, Volume I, General Conditions:
  - a) Refer to Pages 36 through 38, Article 1.06.46. Project Sign;  
Add the following text to the end of Article 1.06.46:

"(B) ADDITIONAL FTA PROJECT SIGN

In addition to the Project Sign specified in Subsection 1.06.46.(A), above, the Contractor shall also be required to furnish and install an FTA Project Sign as shown on the attached drawing. The FTA Project Sign shall be posted and maintained upon the site at a point and in a prominent position where directed by the Commissioner. The Contractor shall protect and repair the sign from damage during the continuance of work under the

Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the FTA Project Sign and the sign panel material shall be the same as that used for the Project Sign required under Subsection 1.06.46.(A), but with the dimensions of the sign as shown on the attached drawing."

## FTA PROJECT SIGN



**FEDERAL TRANSIT ADMINISTRATION  
(FTA)  
THIRD PARTY REQUIREMENTS**

February 2012

**This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:**

**1. FLY AMERICA (49 U.S.C. § 40118, 41 CFR Part 301-10)**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 through 301-10.143, which provide that the New York City Department of Design and Construction (NYCDDC) and its contractors when using Federal funds are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**2. BUY AMERICA (49 U.S.C. 5323 (j) 49 CFR Part 661)**

For contracts greater than \$100,000 the Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include microprocessors, computers, microcomputers, software, or other such devices which are used solely for the purpose of processing data.

Separate requirements for rolling stock are listed in 49 CFR 661. Rolling stock must be assembled in the United States and have a minimum of 60 percent domestic content.

A bidder or offeror must submit to NYCDDC the appropriate Buy America certifications with all bids on FTA-funded contracts.

**3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d) 49 CFR Part 604)**

**Charter Service Operations** - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F) 49 CFR Part 605)**

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.



**5. CARGO PREFERENCE (46 U.S.C. § 55305, 46 CFR Part 381)**

The Contractor agrees: (a.) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b.) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to NYCDDC (through the Contractor in the case of a Subcontractor's bill-of-lading) (c.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq., 49 CFR Part 41)**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**7. ENERGY CONSERVATION (42 U.S.C. §§ 6321 et seq., 49 CFR 18)**

The Contractor agrees to comply with mandatory energy standards and policies of the State energy conservation plan under the Energy Policy and Conservation Act, as amended.

**8. CLEAN WATER (33 U.S.C. §§ 1251)**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to NYCDDC and understands and agrees that NYCDDC will, in turn, report each violation as required to assure notification to NYCDOT, FTA, and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**9. BUS TESTING (49 U.S.C. 5323(c), 49 CFR Part 665)**

The Contractor agrees to comply with 49 USC 5318 (e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are

not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### **10. PRE-AWARD AND POST DELIVERY AUDITS OF ROLLING STOCK REQUIREMENTS (49 CFR Part 663)**

The Contractor agrees to comply with 49 U S C 5323 and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications for pre-award and post-delivery audit requirements for all purchases of rolling stock:

(1) Buy America Requirements: The contractor shall complete and submit a declaration certifying either compliance or non-compliance with Buy America. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): the Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) a manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations. It is acceptable that the Contractor use one certification of FMVSS compliance as long as the certifications cover both audits.

#### **11. LOBBYING (31 USC 1352, 49 CFR Parts 19 and 20)**

The Contractor who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Parts 19 and 20, "New Restrictions on Lobbying". Each tier of Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other federal award covered. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to NYCDDC and NYCDOT.

#### **12. ACCESS TO RECORDS AND REPORTS (49 CFR 5325, 49 CFR 18.36(i), 49 CFR 633.17)**

The Contractor shall comply with the following access to records requirements:

1. In accordance with 49 CFR 18.36(i), the Contractor agrees to provide NYCDDC, NYCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where NYCDDC, in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined in 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to NYCDDC, NYCDOT, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts, reports and other related documents required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NYCDDC, NYCDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39 (i)(11)).

5. FTA does not require the inclusion of these requirements in subcontracts.

### **13. FEDERAL CHANGES (49 CFR Part 18)**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreements (<http://www.fta.dot.gov/documents/18-Master.pdf>) between NYCDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **14. BONDING**

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of NYCDDC, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

c. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

### **Bid Bond Requirements (Construction)**

#### **(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to NYCDDC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

#### **(b) Rights Reserved**

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NYCDDC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NYCDDC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NYCDDC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NYCDDC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NYCDDC as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NYCDDC for the damages occasioned by default, then the undersigned bidder agrees to indemnify NYCDDC and pay over to NYCDDC the difference between the bid security and NYCDDC's total damages, so as to make NYCDDC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

#### **(a) Performance bonds**

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the NYCDDC determines that a lesser amount would be adequate for the protection of NYCDDC.

2. The NYCDDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NYCDDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

#### **(b) Payment bonds**

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, (NYCDDC) may require additional protection as required by subparagraph 1 if the contract price is increased.

### **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor is required to obtain performance and payment bonds when necessary to protect NYCDDC's interest. The FTA requirements apply to first tier subcontractors as well as the Contractor.

(a) The following situations may warrant a performance bond:

1. NYCDDC's property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. The Contractor sells assets to or merges with another concern and NYCDDC after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100% of the original contract price, unless NYCDDC determines that a lesser amount would be adequate for the protection of NYCDDC.

2. NYCDDC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100% of the increase in contract price. NYCDDC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in NYCDDC's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### **Advance Payment Bonding Requirements**

The Contractor is required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NYCDDC shall determine the amount of the advance payment bond necessary to protect NYCDDC.

#### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor is required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NYCDDC shall determine the amount of the patent indemnity to protect NYCDDC.

#### **Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to NYCDDC, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by NYCDDC, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by NYCDDC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NYCDDC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NYCDDC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

#### **15. CLEAN AIR( 42 U.S.C. §§ 7401 et seq, 40 CFR 15.61, 49 CFR Part 18)**

(1) The Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall agree to report each violation to NYCDDC and understands and agrees that NYCDDC will, in turn, report each violation as required to assure notification to NYCDOT, FTA, and the appropriate EPA Regional Office.

(2) The Contractor shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **16. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873)**

The Contractor shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS 40 U.S.C. 3141, et seq. and 18 U.S.C. 874, 29 CFR 5.5 (a)**

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their

representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.



2) **Withholding** - NYCDDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NYCDDC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NYCDDC for transmission to NYCDOT and the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The

prime contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every

trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - NYCDDC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **No Obligation by the Federal Government**

(1) NYCDOT, NYCDDC, and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NYCDOT, NYCDDC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

## **20. FRAUD OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD (31 U.S.C. 3801 et seq, 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307)**

The Contractor acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions in

connection with the Project. Upon execution of the Grant Agreement or Cooperative Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

## **21. TERMINATION (49 U.S.C. Part 18, FTA Circular 4220.1F)**

The Contractor agrees to include these provisions in all subcontracts in excess of \$10,000.

**a. Termination for Convenience (General Provision)** NYCDDC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDDC to be paid to the Contractor. If the Contractor has any property in its possession belonging to NYCDDC, the Contractor will account for the same, and dispose of it in the manner NYCDDC directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, NYCDDC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by NYCDDC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, NYCDDC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** NYCDDC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NYCDDC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the period of time specified by NYCDDC after receipt by Contractor or written notice from NYCDDC setting forth the nature of said breach or default, NYCDDC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NYCDDC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that NYCDDC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by NYCDDC shall not limit

NYCDDC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, NYCDDC may terminate this contract for default. NYCDDC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NYCDDC.

**f. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, NYCDDC may terminate this contract for default. NYCDDC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, NYCDDC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to NYCDDC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by NYCDDC in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of NYCDDC, acts of another Contractor in the performance of a contract with NYCDDC, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies NYCDDC in writing of the causes of delay. If in the judgment of NYCDDC, the delay is excusable, the time for completing the work shall be extended. The judgment of NYCDDC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of NYCDDC.

**g. Termination for Convenience of Default (Cost-Type Contracts)** NYCDDC may terminate this contract, or any portion of it, by serving a notice of termination to the Contractor. The notice shall state whether the termination is for convenience of NYCDDC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from NYCDDC, or property supplied to the Contractor by NYCDDC. If the termination is for default, NYCDDC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDDC and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of NYCDDC, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NYCDDC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, NYCDDC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**  
**(49 CFR 29.220(b), 49 CFR 29.940 and 49 CFR 29.945, Executive Orders 12549/12689)**

Executive Orders 12549/12689, as implemented by 49 CFR Part 29, prohibits NYCDOT, NYCDDC, and subgrantees from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, NYCDOT is required to submit a certification to the effect that neither NYCDOT nor NYCDDC will enter into contracts over \$25,000 with suspended or debarred contractors and that they will require the Contractors (and subcontractors) to make the same certification to them. The Contractor agrees to include these provisions in its subcontracts over \$25,000.

The certification in this requirement is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NYCDOT and/or NYCDDC may pursue available remedies, including suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Excluded Parties List - All contractors and sub-contractors are required to provide the printout from the Excluded Parties list website at <http://www.epls.gov/> showing their exclusion from this list.

**23. PRIVACY ACT (5 U.S.C. 552)**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.)**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor

agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § §621 through 634 and 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor shall also agree to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments that the FTA may issue.

(d) Limited English Proficiency (LEP) - Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and USDOT/FTA , "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005. Contractors will comply, based on receipt of Federal funding through NYCDOT/NYCDDC and assisting NYCDOT/NYCDDC in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations in accordance to FTA Circular 4702.1.

(e) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



## **25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18, FTA Circular 4220.1F)**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. FTA will not substitute its judgment for that of NYCDDC unless the matter is primarily a federal authority having proper jurisdiction.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NYCDDC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by NYCDDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NYCDDC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NYCDDC is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NYCDDC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

## **26. PATENT AND RIGHTS IN DATA (37 CFR Part 401 49 CFR Parts 18 and 19 A.)**

**A. Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215**

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

## **28. PRE-EMPTION OF STATE, TERRITORIAL, AND LOCAL LAW**

If a Federal law pre-empts a State, territorial, or local law, regulation, or ordinance:

- (a) The Subrecipient or Contractor must comply with Federal law and regulations.
- (b) This Agreement, however, does not require the Subrecipient or Contractor to take any action that would violate State, territorial, or local law, regulations, or ordinances.
- (c) If compliance with any provision of Federal law or regulations or this Agreement violates or would require the Subrecipient or Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Subrecipient or Contractor agrees to:
  - (1) Notify NYCDDC immediately in writing, and
  - (2) Make appropriate arrangements with NYCDDC to:
    - a Proceed with the Project or,
    - b Terminate the Project expeditiously, if necessary.

## **29. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26)**

In accordance to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The NYCDOT's overall goal for DBE participation is 8%. The FTA DBE goal for architectural, engineering services and construction contracts is 11%. The DBE goal is 2% for marine contracts. Additionally, the DBE program dictates payment terms and conditions applicable to all subcontractors regardless of whether they are DBE firms or not. NYCDDC will not hold retainage on FTA funded contracts.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy as NYCDOT and NYCDDC deem appropriate. Within each subcontract, the Contractor signs with a Subcontractor must

Include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation

it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment;
6. If the contract goal is not met, evidence of good faith efforts should be provided to NYCDOT and NYCDDC. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance;
7. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the NYCDDC. In addition, the Contractor may not hold retainage from its Subcontractors. The Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the NYCDDC and Contractor's receipt of the partial retainage payment related to the Subcontractor's work; and
8. The Contractor must promptly notify NYCDOT and NYCDDC, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NYCDOT.

### **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions in this document include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions in this document. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of NYCDOT's or NYCDDC's requests which would cause NYCDOT or NYCDDC to be in violation of the FTA terms and conditions.

### **31. DRUG AND ALCOHOL TESTING (49 U.S.C. § 5331, 49 CFR Parts 653 and 654)**

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require that NYCDDC ensures that any entity performing a safety-sensitive function on NYCDDC's behalf (usually Contractor and/or Contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on NYCDDC's compliance with the rules; thus, NYCDDC is not in compliance with the rules unless every entity that performs a safety-sensitive function on NYCDDC's behalf is in compliance with the rules. Third, the rules do not specify how NYCDDC ensures that its Contractors comply with them.

How NYCDDC does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that NYCDDC has with the Contractor, and the financial resources available to NYCDDC to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways that NYCDDC can ensure that its Contractor and/or contractors comply with the rules.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency of New York, NYCDOT, or NYCDDC to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 30<sup>th</sup> and to submit the Management Information System (MIS) reports before March 15<sup>th</sup> to NYCDOT and NYCDDC or designee. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt NYCDOT's policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval to NYCDOT and NYCDDC, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by NYCDOT, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

### **32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)**

Intelligent transportation system property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

### **33. AMERICANS WITH DISABILITIES ACT (ADA)**

a. **Facilities.** Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, US DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. US DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

b. **Rolling stock.** Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. NYCDOT advise third party contractors operating public transportation services to review the requirements for public entities in this context.

### **34. TRAFFICKING IN PERSONS**

Pursuant to 2 CFR Part 175 and Section 3(g) of the FTA Master Agreement, all subrecipients and contractors are required to comply with the Trafficking Victims Protection Act of 2000 (TVPA) whereby parties under this award may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

### 35. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. Pursuant to Executive Order No. 13043 and Section 36 of the FTA Master Agreement, subrecipients and contractors are highly encouraged to adopt and promote on-the-job seat belt use policies and programs for their employees and other personnel that operate:

- a) Company-owned vehicles,
- b) Company-rented vehicles, or
- c) Personally operated vehicles

b. Distracted Driving, Including Text Messaging While Driving. Pursuant to Executive Order No. 13513, DOT Order 3902.10, and Section 36 of the FTA Master Agreement, subrecipients and contractors are highly encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while:

1. Using an employer supplied electronic device, and
2. Driving:
  - a) a vehicle you own or rent,
  - b) a vehicle the Government owns, leases or rents,
  - c) a privately-owned vehicle when on official Project-related business or when performing any work for or on behalf of the Project, or
  - d) any vehicle, on or off duty.

Subrecipients and contractors are also highly encouraged to conduct workplace safety initiatives in a manner commensurate with their size, such as establishing:

1. New rules and programs or re-evaluating existing programs to prohibit text messaging while driving, and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subrecipients and contractors are required to include the language of this part in each third party subagreement at each tier financed with Federal funds.

Definitions as used in this part:

1. "Driving":
  - a) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
  - b) Does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
2. "Text Messaging":
  - a) Means reading from or entering data into any handheld or other electronic device, including a device for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.
  - b) Does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answering an incoming call, unless the practice is prohibited by State or local law.

### **36. US OMB SPECIAL REPORTING PROVISIONS**

Subrecipients agree to comply with the special US OMB reporting provisions contained in Section 8 of the FTA Master Agreement and outlined below.

- a. Data Universal Numbering System (DUNS) Numbers. The subrecipient must provide its DUNS numbers to NYCDOT prior to receiving a subaward from NYCDOT. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. You may obtain a DUNS number from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- b. Reporting Total Compensation of Subrecipient Executives. Prior to receiving a subaward from NYCDOT, the subrecipient agrees to report the names and total compensation of its five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
  - (a) The subrecipient received in its preceding fiscal year:
    - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal funds subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards), and
    - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial funds subject to the Transparency Act (and subawards), and
  - (b) The public does not have access to information about the compensation of the subrecipient's executives through periodic reports filed under:
    - (i) Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a),
    - (ii) Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or
    - (iii) Section 6104 of the Internal Revenue Code of 1986.

To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.

Reporting Total Compensation of Subrecipient Executives. Prior to receiving a subaward from NYCDOT, the subrecipient agrees to report the names and total compensation of its five most a To FTA and elsewhere as may be determined by the Government.

b By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

- c. Definitions. For purposes of this Section 35:

(1) Entity means all of the following (as defined in 2 C.F.R. Part 25, Subpart C):

- a A Governmental organization that is a State, local government, or Indian Tribe,
- b A foreign public entity,



c A domestic or foreign nonprofit organization,

d A domestic or foreign for-profit organization, and

e A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(a) Means a legal instrument to provide support for the performance of any portion of the Project or Program for which NYCDOT awards to an eligible subrecipient.

(b) Does not include the NYCDOT's procurement of property and services necessary to carry out its Project or Program.

(c) May be provided through any legal agreement, including an agreement that the Recipient considers a contract.

(4) Subrecipient means an entity that:

(a) Receives a subaward from NYCDOT, and

(b) Is accountable to NYCDOT for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following:

(a) Salary,

(b) Bonus,

(c) Awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year as provided in the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments),

(d) Earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees),

(e) Change in pension value (this is the change in present value of defined benefit and actuarial pension plans),

(f) Above-market earnings on deferred compensation which is not tax-qualified, and

(g) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

For more information, see 17 C.F.R. § 229.402(c)(2).

Appendix A

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Appendix A1

DISCLOSURE OF LOBBYING ACTIVITIES

I \_\_\_\_\_ hereby certifies on behalf of \_\_\_\_\_  
name and title of company representative name of company

that will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

Appendix A2

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

The Contractor \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide NYCDOT and NYCDDC with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to NYCDOT and NYCDDC.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

Appendix A3

**CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Subcontractor/Supplier \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Subcontractor agrees to provide the Contractor with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to NYCDDC and NYCDOT.

NOTE: If for any reason the Subcontractor/Supplier is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE SUBCONTRACTOR/SUPPLIER, \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**Contractor Note:**

**Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certifications to NYCDDC and NYCDOT as they are received.**

## Appendix B

### REQUIRED CONTRACT PROVISIONS

#### DBE Program

FTA assisted contracts that NYCDDC lets will include, as appropriate, the model contract provisions that are included as Appendix B and incorporated herein. NYCDOT shall have discretion to modify the provisions for particular contracts as needed. These required contract provisions consist of:

1. Notice of DBE Contract Requirements in the Invitation for Bids and/or Request For Proposals
2. General Conditions
  - a. Assurances
  - b. DBE Policy
  - c. DBE Obligation
  - d. Prompt Payment to Subcontractors
  - e. Legal and Contract Remedies
  - f. Contractor Reporting Requirements
  - g. Retainage Policy
  - h. Excluded Parties List

#### **1. Notice of DBE Contract Requirements in the Invitation for Bids**

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

##### Disadvantaged Business Enterprise (DBE) Requirements

The successful Proposer/Bidder will be required to meet a NYCDOT Disadvantaged Business Enterprise (DBE) goal. For Engineering Services and Construction a goal of 11% is currently in effect, for Marine work a DBE goal of 2% goal is in effect. The goal is based on the total value of the contract, which should be subcontracted to a DBE firm or firms. To be qualified as a DBE, a firm should be certified in the NYSUCP, in accordance with Federal Regulation 49 CFR Part 26. Application for certification can be obtained at:

**MTA - New York City Transit, Office of Business Programs**, 2 Broadway- 16<sup>th</sup> Floor, New York, NY 10004 Telephone (646) 252-1378

**New York State DOT, Office of Equal Opportunity Development & Compliance**, 50 Wolf Road 1<sup>st</sup> Floor, Albany, New York 12232 Telephone (518) 457-1129

**Port Authority of NY & NJ, Office of Business & Job Opportunity**  
233 Park Avenue South, 4<sup>th</sup> Floor, New York, NY 10003-1604 Telephone (212) 435-7821

**Niagara Frontier Transportation Authority**  
181 Ellicott Street, Buffalo, New York 14203 Telephone (716) 855-7300

##### Disadvantaged Business Enterprise (DBE) Certification

Only firms certified by the NYS Unified Certification Program (NYSUCP) as DBEs are eligible to be used by the contractor in order to meet the DBE participation goal set on a NYCDOT/NYCDDC Federally funded contract.

The NYSUCP Directory can be found at: <http://www.nysucp.net>

## 2. General Conditions

All applicants and recipients shall agree to abide by the statements in paragraphs (a) through(e) listed below:

### a. Assurances – Section 26.13

Each **financial assistance agreement** signed with a NYCDOT operation administration (of a primary recipient) must include the following assurance:

*The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT- assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT- assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).*

Each **prime contractor signed with a subcontractor and/or each subcontractor signed to a contractor** must include the following assurance:

*The contractor, sub -recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

### b. Policy

It is the policy of USDOT that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."

### c. Obligation

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of US DOT assisted contracts.



Because this is a federally funded project with its own DBE requirement no separate NYC M/WBE program condition will apply to this contract. Further information or questions can be directed to:

New York City Department of Transportation  
ACCO Office of Contract and Compliance  
55 Water Street  
8<sup>th</sup> Floor  
New York, New York 10041  
Telephone 212-839-9411  
Email: [cbartolotta@dot.nyc.gov](mailto:cbartolotta@dot.nyc.gov)

Attn: Charles Bartolotta, DBE Contract Compliance Officer

**d. Prompt Payment to Subcontractors**

In accordance with NYCDOT's DBE Program, the Contractor shall pay all Subcontractors for work that has been satisfactorily performed no later than thirty (30) days from the date of the Contractor's receipt of progress payments by NYCDDC. Within thirty (30) days of satisfactory completion of all work payment is required to be paid to the Subcontractor. Contractor shall release any retainage payments withheld to the Subcontractor at the time of satisfactory acceptance of work

**e. Legal and Contract Remedies**

The DBE Compliance Unit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments, and other appropriate monitoring, as further described in this Program Plan. The DBE Representative shall ensure that DBE participation is counted toward contract goals and the overall annual goal in accordance with the Regulations. In accordance with 49 CFR Part 26, prime contractors may not terminate sub-contractors for convenience. When DBE contractors are terminated, prime contractors will be required to substitute DBE sub-contractors in order to meet its DBE commitment.

NYCDOT and NYCDDC will monitor compliance of Contractors on FTA assisted contracts within the requirements of the Regulations and the DBE Program. NYCDOT and/or NYCDDC may impose such contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

**f. Contractor Reporting Requirements**

All sub-recipients of FTA funds are required to utilize the NYCDOT DBE Program Plan and comply with USDOT regulations 49 CFR Part 26.

Sub-recipients, contractors and subcontractors are subject to contract compliance reviews to ensure that DBE requirements are being met. They are expected to cooperate with the NYCDOT and/or NYCDDC DBE Representative during desk audits and / or on-site reviews. NYCDOT has a Field Representative responsible for project oversight to ensure that contract work is being performed by designated DBE sub-contractors and that the NYCDOT Project Accountant tracks payments to ensure that project goals, when applicable, are followed. The Compliance Officer, and Field Representative also reports work and payment progress to the Project Accountant who then tracks DBE utilization with the DBE Representative. The DBE Compliance Officer and

DBE Representative ensure that sub-contractor DBE participation is credited to overall goals after the DBE has received payments.

**A sample of our DBE Commitment Letter specifying the Prime Contractors DBE Responsibilities is attached as Appendix E.**

**g. Retainage**

DOT has made a determination that it will NO LONGER HOLD retainage ON FTA FUNDED CONTRACTS.

Sub-recipients must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**h. Excluded Parties List**

Prime Contractors are required to verify that all sub-contractors including DBEs are not in the Excluded Parties List located at <https://www.epls.gov>. Prime Contractors shall print out the screen page from their search at the above website that shows that the firm name is not included in the list.

## Appendix C

### DETERMINING GOOD FAITH EFFORTS

To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the NYCDOT Contract Compliance Unit will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts that are merely pro forma are not good faith efforts to meet the goal(s). Efforts to obtain DBE participation are not good faith efforts to meet the goal(s), even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal(s).

In order to evaluate the Bidder's conformance to this subsection, the NYCDOT Contract Compliance Unit will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The following is a list of the types of actions which the DBE Compliance Officer will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

The following is a list of the kinds of efforts that the NYCDOT Contract Compliance Unit will evaluate to determine if the Bidder has demonstrated a good faith effort:

1. Efforts to secure participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYSUCP shall be used to fulfill the established goal on Federal-Aid contracts.
2. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
3.
  - a. The Bidder shall, at a minimum, seek certified DBEs in the same geographic region where the contract is located. This is defined as a one hundred (100) kilometer radius around the city, town or borough where the contract is located as identified in the contract proposal. For specialty work such as pavement markings, guide rail, etc. (as defined in the contract proposal) the Bidder shall, at a minimum, solicit on an upstate or downstate basis, depending upon the location of the contract.
  - b. NYCDOT Contract Compliance Unit has facilitated identification of upstate, downstate and areas within a 100 km radius through its NYSUCP website, which is accessible on the Internet at [www.nysucp.net](http://www.nysucp.net) For more information contact the NYCDOT at (212) 839-9411. For bidders who do not have internet capability, a hard copy solicitation report for a specific contract can be requested by contacting the Office of Contract and Compliance Unit at (212) 839-9411.
4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations within the contract or combining like or related operations in the contract into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE's Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE's Subcontractors and material suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - b. The fact that there may be some additional cost involved in finding and using DBEs is not itself sufficient reason for a bidder's failure to meet contract DBE goal(s), as long as such cost are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
7. Not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department.
9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. Effectively using the services of available disadvantaged business focused media, trade associations, and contractors' groups; local, state, and Federal disadvantaged business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
11. All bidders shall keep records of efforts to solicit and negotiate with DBEs, using the Solicitation Log as a continuing record of pre- and post-letting solicitation activity. When submitting a DBE Schedule of Utilization to the DBE Compliance Officer, the Apparent Low Bidder will attach the log, together with the supplemental information specified in the instructions for the Solicitation Log as evidence of good-faith efforts when the established DBE goal(s) for the contract have not been met utilizing certified DBEs. Such supplemental efforts shall include at least the following:
  - a. All envelopes of solicitation inquires that were returned as undeliverable; and
  - b. Any quotations submitted by DBEs that are not included in the DBE Schedule of Utilization with an explanation for the Bidder's action in case.
12. Promptly executing an agreement with DBE Subcontracts/vendors.

The DBE Compliance Officer will review the data submitted under this section to determine whether the DBE requirements have been satisfied through good faith efforts.

Appendix D

PROMPT PAYMENT AFFIDAVIT

(SAMPLE PRIME CONTRACTOR PROMPT PAYMENT AFFIDAVIT)

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_ (Name), the \_\_\_\_\_  
(Title - e.g., President, Vice President, etc.) of \_\_\_\_\_  
("Company"), do state the following with regard to payments made under Contract No.  
\_\_\_\_\_ ("Contract"):

1. \_\_\_ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than thirty (30) business days after Company received payment from NYCDDC.
2. \_\_\_ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by NYCDOT or NYCDDC. **(Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the NYCDOT DBE Department may cause the Payment Request to be rejected by NYCDDC).**
3. \_\_\_ There was no delay in or postponement of any payment owed to a DBE subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the NYCDOT

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Appendix E

**SAMPLE PRIME CONTRACTOR AWARD LETTER**

Date

Prime Contractor Winner, Inc.  
Attn: Mr. Buck Stops Here, President  
1111 Bottom Line Street  
Anywhere, New York 10000

Re: Contract Name and/or Description

Dear Mr. John Doe:

Your Company was awarded and recently executed the above listed contract with NYCDDC. Part of the consideration in awarding the contract was the Disadvantaged Business Enterprise (DBE) participation that you listed in the bid/proposal document.

Please be advised that you will be required to meet your Disadvantaged Business Enterprise Goals of 11%

You have listed the following DBE firm(s) and the dollar amounts of their subcontracts:

<b>ABC Electrical Co.</b>	<b>Electrical Contracting</b>	<b>\$xx,xxx</b>
<b>DEF Plumbing</b>	<b>Plumbing Contracting</b>	<b>\$xx,xxx</b>
<b>GHI Roofing</b>	<b>Roofing Contracting</b>	<b>\$xx,xxx</b>
<b>JKL Printing Co.</b>	<b>Printing</b>	<b>\$xx,xxx</b>

The DBE firm(s) listed above represent(s) your commitment to NYCDOT's DBE program and each respective DBE firm.

To ensure the integrity of the DBE program, NYCDOT has developed DBE compliance procedures that should be followed during this contract. NYCDOT's DBE Department and Contract Administrator should be notified in writing prior to any material changes from the above commitments. Also, any changes should be for real and substantial reasons. Frivolous and/or unsubstantiated changes are unacceptable.

Please provide to the DBE Department, within 3 calendar days of execution, a copy of your executed subcontract with each DBE firm. A letter of commitment signed by both an authorized representative of your firm and the DBE firm may be submitted instead of signed subcontracts. The letter should verify the subcontract dollar amount, the general work scope, **and affirm the absence of subcontract restrictions or requirements that are unfair, burdensome, outside of normal business practices, unjustly punitive, etc.** There should be a letter for each DBE firm.

Also, you **must** attach NYCDOT's **DBE Expenditure Report** (see contract compliance manual) with **each** invoice/payment request that you submit to NYCDOT's Contract Administrator. This report is designed to provide an accounting of monthly and year-to-date payments made to the DBE firm(s) that you have subcontracted with above.

The DBE Expenditure Report reflects the dollars that **will be paid** to each DBE firm from your **submitted invoice/payment request**. Evidence of payments (i.e. copy of canceled checks, copy of check register, etc.) may be periodically requested. NYCDDC **may not** authorize payment unless the DBE Expenditure Report accompanies your invoice/payment request.

Finally, please submit a DBE projected work schedule (i.e. a breakdown by month of expected DBE activity). Updates of the projected work schedule should be submitted as needed over the life of the contract.

Failure to comply may result in breach of contract and it may jeopardize future contracts with NYCDDC.

If you have any questions you may contact NYCDOT's Contract Compliance Unit at (212) 839-9411 or email us at [accomail@dot.nyc.gov](mailto:accomail@dot.nyc.gov).

Thank you for your continued commitment and cooperation.

Cordially,

DBE Administrator

cc: Every DBE Firm Listed Above  
Appropriate Project Managers, NYCDOT and NYCDDC  
Contracts Administrator, NYCDOT and NYCDDC  
Purchasing Administrator, NYCDOT and NYCDDC  
DBE File, NYCDOT and NYCDDC  
Others As Needed

**Appendix F**

**MINORITY OWNED FINANCIAL INSTITUTIONS**

All contractors are encouraged to use Minority Owned Financial Institutions. A list can be found at <http://www.federalreserve.gov/releases/mob/>.



**Appendix G**

**PREVAILING WAGE RATES**

**CURRENT DAVIS-BACON PREVAILING WAGE RATES**

Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage Rates in effect at any time after the issuance of this IFB including, without limitation, during the Contract Term. Federal Davis-Bacon Wage Rates may be accessed through the U.S. Department of Labor's Website at: <http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

(NO TEXT ON THIS PAGE)

General Decision Number: NY130003 01/18/2013 NY3

Superseded General Decision Number: NY20120003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond  
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),  
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	01/18/2013

ASBE0012-001 01/02/2012

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 61.08	26.59
HAZARDOUS MATERIAL HANDLER.....	\$ 30.00	9.10

BOIL0005-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 47.98	32%+21.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

\* BRNY0001-001 07/01/2012

	Rates	Fringes
BRICKLAYER.....	\$ 49.09	22.93
MASON - STONE.....	\$ 25.65	15.43

\* BRNY0001-002 07/01/2012

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 42.69	21.74

\* BRNY0004-001 07/01/2012

	Rates	Fringes
MARBLE MASON.....	\$ 54.19	28.3

BRNY0007-001 01/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.86	28.55
TERRAZZO WORKER/SETTER.....	\$ 44.39	28.55

\* BRNY0020-001 07/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.60	27.10

BRNY0024-001 07/01/2012

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 38.03	20.90

\* BRNY0052-001 06/04/2012

	Rates	Fringes
Tile Layer.....	\$ 50.25	27.66

\* BRNY0088-001 06/04/2012

	Rates	Fringes
TILE FINISHER.....	\$ 39.67	24.16

CARP0001-009 07/01/2008

	Rates	Fringes
Carpenters: Carpenters & Soft floor layers.....	\$ 43.02	35.96

CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

CARP1456-004 01/01/2011

	Rates	Fringes
Dock Builder & Piledrivermen DOCKBUILDERS.....	\$ 46.21	38.36

CARP1456-005 01/01/2011

	Rates	Fringes
Diver Tender.....	\$ 41.16	38.46
Diver.....	\$ 58.01	38.46

CARP1536-001 10/01/2010

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 42.63	31.32

ELEC0003-001 11/09/2011

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 51.00	23.672
Jobbing, and maintenance and repair work.....	\$ 25.30	15.13+a

PAID HOLIDAYS:

- a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

\* ELEC1049-001 04/01/2012

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 28.28	28.5%+9.75
Heavy Equipment Operator....	\$ 37.70	28.5%+9.75
Lineman and Cable Splicer...\$	47.13	28.5%+9.75
Tree Trimmer.....	\$ 23.06	28.5%+9.75

ELEV0001-002 03/17/2012

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 55.20	26.105+a+b

Modernization and Repair....\$ 43.79                    25.955+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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 ENGI0014-001 07/01/2012

	Rates	Fringes
Pavement equipment operator		
Asphalt Plants.....	\$ 51.32	25.88+a
Asphalt roller.....	\$ 60.85	25.88+a
Asphalt spreader.....	\$ 62.51	25.88+a
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 81.09	25.88
GROUP 10.....	\$ 58.43	25.88
GROUP 11.....	\$ 54.50	25.88
GROUP 12.....	\$ 55.73	25.88
GROUP 13.....	\$ 56.19	25.88
GROUP 14.....	\$ 42.11	25.88
GROUP 15.....	\$ 39.03	25.88
GROUP 2.....	\$ 66.70	25.88
GROUP 3.....	\$ 68.86	25.88
GROUP 4.....	\$ 67.21	25.88
GROUP 5.....	\$ 65.86	25.88
GROUP 6.....	\$ 63.18	25.88
GROUP 7.....	\$ 64.38	25.88
GROUP 8.....	\$ 62.51	25.88
GROUP 9.....	\$ 61.14	25.88
Steel erector		
Compressors, Welding Machines.....	\$ 39.86	24.15
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 67.71	24.15
Three drum derricks.....	\$ 70.50	24.15
Utility Laborer		
Horizontal Boring Rig.....	\$ 56.24	24.15
Off shift compressors.....	\$ 46.38	24.15
Utility Compressors.....	\$ 36.37	24.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles

and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50  
150' to 249' boom - add .75  
250' to 349' boom - add 1.00  
350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75  
150' to 249' boom - add 2.00  
250' to 349' boom - add 2.25  
350' to 450' boom - add 2.75  
Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

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 ENGI0014-002 07/01/2012

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 58.57	24.15
GROUP 2.....	\$ 62.15	24.15
GROUP 3.....	\$ 61.06	24.15
GROUP 4.....	\$ 55.46	24.15
GROUP 5.....	\$ 41.32	24.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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 IRON0040-002 07/01/2012

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 45.55	49.15

-----  
 IRON0046-003 07/01/2011

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND		



REINFORCING IRONWORKERS.....\$ 40.00 24.97

-----  
IRON0197-001 07/01/2012

Rates Fringes

IRONWORKER

STONE DERRICKMAN.....\$ 40.50 35.93

-----  
IRON0361-002 07/01/2012

KINGS, QUEENS

Rates Fringes

Ironworkers:

(STRUCTURAL).....\$ 45.55 49.15

-----  
IRON0580-001 07/01/2012

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 41.50 40.62

-----  
LABO0006-001 07/01/2011

Rates Fringes

Laborers:

BUILDING CONSTRUCTION  
CEMENT AND CONCRETE

WORKERS.....\$ 38.98 26.08

-----  
LABO0029-001 07/01/2012

Rates Fringes

Laborers:

Heavy

Blasters (hydraulic trac  
drill).....\$ 41.30 29.25

Blasters.....\$ 40.55 29.25

Hydraulic Trac Drill.....\$ 29.92 29.25

Jackhammers, Chippers,  
Spaders, Concrete

Breakers, All Other

Pneumatic Tools, Walk

Behind Self-Propelled

Hydraulic Asphalt and

Concrete Breaker.....\$ 34.64 29.25

Powder Carriers.....\$ 31.08 29.25

Wagon; Airtrac; Quarry

Bar Drill Runners.....\$ 35.07 28.00

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LABO0078-001 12/01/2011

Rates Fringes

LABORERS

BUILDING CONSTRUCTION

ASBESTOS (Removal,  
Abatement, Encapsulation  
or Decontamination of  
asbestos); LEAD; &  
HAZARDOUS WASTE LABORERS  
(Hazardous Waste,  
Hazardous Materials,  
Biochemical and Mold  
Remediation, HVAC, Duct  
Cleaning, Re-spray  
Fireproofing, etc).....\$ 35.10                   14.85

\* LABO0079-001 01/01/2013

	Rates	Fringes
Laborers Building Construction		
Demolition Laborers		
Tier A.....	\$ 35.21	22.59
Tier B.....	\$ 24.75	16.65
Mason Tenders.....	\$ 34.50	23.05

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

\* LABO0147-001 07/01/2012

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 58.30	27.20

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2011

	Rates	Fringes
Laborers:		
Building, Heavy and Residential Construction		
UNSKILLED.....	\$ 38.20	30.27
UTILITY LABORER.....	\$ 38.05	30.27
Heavy & Highway		

Construction  
 LABORER/EXCAVATION  
 (Asbestos, Lead,  
 Hazardous Waste Removal  
 (including soil).....\$ 36.64                    26.21

Paid Holidays: Labor Day and Thanksgiving Day

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 LAB01010-001 07/01/2011

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..	\$ 38.34	30.25
FORMSETTERS.....	\$ 42.21	30.25
LABORERS.....	\$ 38.34	30.25
Landscape Planting & Maintenance.....	\$ 38.34	30.25
Maintenance Safety Surface..	\$ 38.34	30.25
Slurry/Sealcoater/Play Equipment Installer.....	\$ 38.34	30.25
Small Equipment Operator (Not Operating Engineer).....	\$ 28.94	15.55+a
Small Equipment Operator (Not Operating Engineer)...	\$ 38.34	30.25
Small Power Tools Operator..	\$ 38.34	30.25

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

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 LAB01010-002 07/01/2011

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 44.86	30.25
Raker.....	\$ 44.37	30.25
Screedperson.....	\$ 44.86	30.25
Shoveler (Production Paving Only).....	\$ 41.08	30.25
Small Equipment Operator (Asphalt).....	\$ 41.08	30.25

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 PAIN0009-001 11/01/2012

	Rates	Fringes
GLAZIER.....	\$ 40.00	32.89
Painters:		
Painters, Drywall Finishers, Lead Abatement Worker.....	\$ 36.00	20.87
Spray, Scaffold and Sandblasting.....	\$ 39.00	20.87

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 PAIN0806-001 10/01/2012

	Rates	Fringes
Painters:		
Structural Steel and Bridge..	\$ 47.00	32.08

-----  
 PAIN1974-001 12/26/2012

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 43.82	22.01

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 \* PLAS0262-001 02/01/2012

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

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 PLAS0262-002 02/01/2012

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

-----  
 PLAS0780-001 07/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.63	38.95

-----  
 PLUM0001-001 10/01/2012

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND SERVICE		
Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....	\$ 33.21	16.05
PLUMBERS:.....	\$ 52.36	37.06

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 PLUM0638-001 06/27/2012

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....	\$ 51.25	49.54

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial

refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

\* ROOF0008-003 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 39.00	27.35

SHEE0028-002 09/15/2011

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 48.90	36.00
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

TEAM0282-001 07/01/2012

	Rates	Fringes
Truck drivers:		
TRUCK DRIVERS:		
Asphalt.....	\$ 37.47	38.5525+a
Euclids & Turnapulls.....	\$ 37.57	38.5525+a
High Rise.....	\$ 42.00	36.9125+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they share each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

(NO TEXT ON THIS PAGE)



## STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

## **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:**

**(A) Federal Employer Identification Number And/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(B) Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rate of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the NYS Department of Economic Development's Division of Minority- and Women-Owned Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this subsection, the terms of this subsection shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any Subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the Subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. PURCHASES OF APPAREL.** In accordance with State Finance Law §162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance

with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each Subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**20. CONTRACT TERMINATION PROVISION.** The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

(NO TEXT ON THIS PAGE)

**DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES  
BY CONTRACTORS/SUBCONTRACTORS**

In accordance with Equal Employment Opportunity (EEO) and Disadvantaged/Minority/ Women's Business Enterprise (D/M/WBE) Utilization participation requirements of the New York City Department of Transportation contract identified below, the following information shall be furnished by the contractor and all subcontractors prior to approval to work.

1. **Contract No.** \_\_\_\_\_ **2. County** \_\_\_\_\_

3. **Contractor:**  or **Subcontractor:**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

4. **Equal Employment Opportunity Officer:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

5. **Contract Site Equal Employment Opportunity Representative:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

6. **Disadvantaged/ Minority/Women's Business Enterprise (D/M/WBE) Officer:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

7. **Designation Submission:**  Initial  Revised

This form shall accompany D/M/WBE pre-award submittals AAPHC 89 to the Contract Compliance Unit.

(NO TEXT ON THIS PAGE)



**New York City Department of Transportation  
SUBCONTRACTOR/ CONSULTANT PROFILE FORM**

Initial     Revised     Final

DOT Project Manager: \_\_\_\_\_

**CONTRACT INFO**

Type:  Construction     Professional Services     Standard Services

Funding:     FHWA     FTA     STATE     CITY

Unit/ Division: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Contract Reg. No.: \_\_\_\_\_

Procurement Id No. (PIN): \_\_\_\_\_

Contract Value: \_\_\_\_\_

Over All Minority Goal: \_\_\_\_\_ % MWBE    \_\_\_\_\_ % DBE

**Contract Description:**

\_\_\_\_\_

**PRIME INFO**

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

EIN: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_ % MBE (NYS)    \_\_\_\_\_ % WBE (NYS)

**SUBCONTRACTOR INFO**

Subcontractor     Subconsultant     Material Supplier     Trucking Services     Fabricator     Standard Services

Yes     No    Has a Registered Apprenticeship Program. If Yes, Please attached supporting documentation.

Yes     No    Has Required Licenses. If Yes, Please attached supporting documentation.

Subcontract Value: \_\_\_\_\_

Start Date: \_\_\_\_\_    End Date: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

EIN: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CERTIFIED AS**

MBE (NYC)     WBE (NYC)     MBE (NYS)     WBE (NYS)

DBE     LBE     Non-Profit

**CHECK APPROPRIATE BOX** (\*Only if one of the above has been selected)

Black\*     Hispanic\*     Asian/Pacific Islander\*

Asian/Pacific American\*     Native American Indian\*

Subcont. Asian American\*     Alaskan Native\*

Non-Minority     Other\* (Explain)

**Subcontract Description:**

\_\_\_\_\_

**Prime Contractor Certification**

I hereby affirm that the information supplied is true and correct.

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

*Submit Completed Form To: NYC-DOT/ Contract Compliance Unit/ 55 Water Street - Rm: 825, New York, NY 10041-0004  
Attn: Charles Bartolotta/ cbartolotta@dot.nyc.gov*

**Agency - CCU Director Preliminary Review**

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

1. Apprenticeship

2. Licenses

**Agency - VRU Director Preliminary Review**

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

3. Vendex

4. Employment

5. References

**Final Agency Approval**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED

NOT APPROVED

\* VRU DO NOT FORWARD SUPPLIERS/ TRUCKING PROFILE FORMS TO CMU.

**FMS - Contract Management Unit**

FMS Entered By: \_\_\_\_\_

Print Name

Signature

Signature

Date

## INSTRUCTIONS

- Prime Contractor must complete this form.
- A Subcontractor Profile Form must be completed for EACH Subcontractor that will perform work or supply material on the contract. Make additional copies of this form as needed.
- Please indicate if the form is the Initial, Revised or Final submission.
- Please indicate the name of the DOT Project Manager for this contract.

### Contract Info:

**Type:** Indicate Industry type as one of the following: Construction, Professional Services or Standard Services.  
**Funding:** Indicate contract funding: FHWA, FTA, State, or City (MWBE and Non-MWBE).  
**Unit/ Division:** Specify unit or division letting this contract. i.e. Bridges/ Traffic/ Ferries, etc.  
**Contract No.:** Enter New York City Contract No. as appropriate. (Example: BRC100)  
**Contract Registration No.:** If known, enter the Registration No. assigned to this contract.  
**Procurement Id No. (PIN):** Enter New York City PIN No. as appropriate. (Example: 84109MBSA000)  
**Contract Value:** Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Agency for this project.  
**Over All Minority Goal:** Enter minority percentage goal required for this contract.  
**MWBE / DBE:** Enter minority requirement on this contract.  
**Contract Description:** Enter project description.

### Prime Info:

**CONTRACTOR:** "Contractor" means a person, including a vendor, who is a party or a proposed party to a contract with a contracting agency, first-level subcontractors of supply and service contractors, and all levels of subcontractors of construction.  
**Name:** Enter the legal name of the Prime's firm.  
**Address:** Enter current business address.  
**Phone:** Enter current business phone number or a number where business representatives can be located.  
**Fax:** Enter business fax number.  
**EIN:** Enter legal Employer Identification Number (EIN).  
**E-mail:** Enter e-mail address, if any.

### Subcontractor Info:

Describe utilization as one of the following: **Subcontractor, Sub consultant, Material Supplier, Trucking Services, Fabricator or Standard Services.**  
**Registered Apprenticeship Program:** Prime Contractor must indicate if Subcontractor has a Registered Apprenticeship Program. A Subcontractor in the Construction field with a contract exceeding 1M must have a Registered Apprenticeship Program in place. Subcontractors must get a letter from the Union indicating that they are signatory contractors to their unions for the trades that they intend to use on this project and that they have a Registered Apprenticeship Program with NYS DOL.  
**Licenses:** Prime Contractor must indicate whether or not a License is required for work of Subcontractor. If so, document that the Subcontractor has all required Licenses. Please attached License Certificate.  
**Subcontract Value:** Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.  
**Start Date:** Enter estimated date on which subcontractor work will begin.  
**End Date:** Enter estimated date on which subcontractor work will be completed.  
**Name:** Enter the legal name of the Subcontractor's firm.  
**Address:** Enter current business address.  
**Phone:** Enter current business phone number or a number where business representatives can be located.  
**Fax:** Enter business fax number.  
**EIN:** Enter legal Employer Identification Number (EIN) number.  
**E-mail:** enter e-mail address, if any.  
**Certified As:** Indicate what type of Minority Certification and Ethnic Group Designation the Subcontractor has, if any.  
**Check Appropriate Box:** Ethnicity requirements apply only to minority subcontractors, subconsultants, material suppliers and trucking firms for reporting purposes to the NYC Small Business Services, Mayors Office of Contract Services and the Federal-Aid Construction Programs Contract Compliance Monitoring and Reporting.  
**Subcontract Description:** Describe work to be perform by Subcontractor/ Subconsultant.  
i.e. ( Fencing, Painting, Construction or Construction Management Services, Trucking, Towing Services, Tree Pruning/Planting)

### Prime Contractor Certification:

Enter Name, Title, Signature, and Date of completion of this form by the Company Official.

### Submit Completed Form To:

**NYC-DOT/ Contract Compliance Unit**

55 Water Street - 8th Floor  
New York, NY 10041-0004  
Attn: Charles Bartolotta  
cbartolotta@dot.nyc.gov

**D / M / WBE SOLICITATION LOG**

Contractor Name & Address \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

	Firm Name Contact	Program	Telephone No. E-Mail Address	Telephone No. ( )###-####	NYSDOT Work Code(s)	Date of Contact	Method(s) of Contact	D/M/WBE Response Code(s)	Bidder Action Code(s)
1		Select One	( )###-####			##/##/	Select One		
2		Select One	( ) -			##/##/	Select One		
3		Select One	( ) -			##/##/	Select One		
4		Select One	(###)###-			##/##/	Select One		
5		Select One	( ) -			##/##/	Select One		
6		Select One	( ) -			##/##/	Select One		
7		Select One	( ) -			##/##/	Select One		
8		Select One	( ) -			##/##/	Select One		
9		Select One	( ) -			##/##/	Select One		
10		Select One	( ) -			##/##/	Select One		

D/M/WBE Response Codes 11- Submitted Written Quote 12- Submitted Verbal Quote 13- Negotiating with prime 14- Developing Quote  
 21- Not Certified for items(s) 22- Location Unacceptable 23- No Price Agreement 24- No Time for Bid 25- Schedule Unacceptable 26- Other  
 31- Selected 32- Unavailable 33- No Longer in Business 34- Undeliverable 35- Unreachable 36- Unresponsive 37- Not Selected

(NO TEXT ON THIS PAGE)



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**NEW YORK CITY  
DEPARTMENT OF TRANSPORTATION  
DBE UTILIZATION WORKSHEET**

<b>CONTRACT No.</b>	<b>COUNTY</b>	<b>F. A. PROJECT No.</b>	<b>PAGE No. OF</b>	<b>DATE SUBMITTED</b>
---------------------	---------------	--------------------------	------------------------	-----------------------

<b>CONTRACTOR</b>		<b>SUBCONTRACTOR</b>		
<b>NAME</b> _____		<b>NAME</b> _____		
<b>ADDRESS</b> _____		<b>ADDRESS</b> _____		
<b>PHONE</b> _____		<b>PHONE</b> _____		
<b>FED. ID No.</b> _____		<b>FED. ID No.</b> _____		

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.	<b>EST. BEGINNING DATE</b>	<b>EST. COMPLETION DATE</b>
	(Mo & Yr) _____ / _____	(Mo & Yr) _____ / _____

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No Work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signators below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

<b>Contractor's Signature</b> _____	<b>Date</b> _____	<b>Subcontractor's Signature</b> _____	<b>Date</b> _____
-------------------------------------	-------------------	--	-------------------

	ITEM No.	ITEM NAME	< 100 %	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
<b>TOTALS: \$</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. Regional approval of an Approval to Subcontract form AAPHC 89 is required prior to subletting or otherwise assigning any part of the contract.

<b>APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:</b> _____	<b>DATE APPROVED</b> ____/____/____
--	--

NEW YORK CITY  
DEPARTMENT OF TRANSPORTATION  
**DBE UTILIZATION WORKSHEET**

New York City Department of Transportation DBE General Provisions requires that prior to contract award, Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet has been designated for use as form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheets are to be submitted directly to CCU as attachments to a revised Utilization Plan, form AAP 19.

**CONTRACT No.:** Enter New York City contract number. (Example: BRC100)

**COUNTY:** Enter name of county or counties of this project. (Example: Bronx)

**F.A. Project No.:** Enter only for Federal Aid Projects. (Example: I-87-3(177))

**PAGE No.:** Enter 1 of 1, 1 of 2, or 2 of 2 etc. Use additional forms as needed.

**DATE SUBMITTED:** Enter date completed forms are submitted to OCC (MM/DD/YY)

**CONTRACTOR AND SUBCONTRACTOR DATA:** Enter names, and addresses (including ZIP code), telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Subcontractor.

**EST. BEGINNING DATE:** Enter estimated month and year in which subcontractor work will begin.

**EST. COMPLETION DATE:** Enter estimated month and year in which subcontractor work will completed.

**SIGNATURES:** Authorized representatives of both the prime and subcontractor sign and date.

**ITEM No. AND ITEM NAME:** Enter each item or specification number and name. If only part of an item is to be subcontracted check the "less than 100%" box and attach a description of the specific work to be performed.

**BID AMOUNT:** Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or Non-Specialty" and enter totals for each "Specialty" items, if any, are designated in the contract proposal. If only part of an item is to be subcontracted enter the amount of the prime contractor bid amount that represents the portion of the item that is being subcontracted: For other than subcontract work, i.e. material supplier and off-site trucking or other services no entry is required under "Specialty" or "Non-Specialty" headings.

**DBE ONLY AGREED AMOUNT:** In addition to completing the appropriate bid amount columns as described above on the utilization worksheet enter the agreed amount for each item of work to be performed by a certified DBE. Indicate if the contractor's Utilization Plan whether subcontractor, material supplier, trucker or provider of other services

**TOTALS:** Enter the sum of all Bid Amounts and DBE Agreed Amounts, if any.

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Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that may be approved. An approved copy will be provided to the prime contractor and the Engineer-in-Charge of the contract in each instance.

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**CITY OF NEW YORK  
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 1 of \_\_\_

**Directions:** For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

**PRIME CONTRACT INFORMATION**

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

**PRIME CONTRACTOR IDENTIFICATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

**SUBCONTRACTOR #1 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #2 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #3 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**Prime Contractor Certification:** I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**CITY OF NEW YORK  
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 2 of     

**Directions:** For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified.

**PRIME CONTRACT INFORMATION**

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

**PRIME CONTRACTOR IDENTIFICATION**

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:

**SUBCONTRACTOR #4 INFORMATION**

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

**SUBCONTRACTOR #5 INFORMATION**

Name:	
Phone:	Fax:
Address:	City State/Zip:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

**SUBCONTRACTOR #6 INFORMATION**

Name:	
Phone:	Fax:
Address:	City State/ZIP:
EIN/SSN:	E-Mail:
Subcontract Description:	
Approximate Subcontract Value: \$	Approx. Start Date: Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>	

**Prime Contractor Certification:** I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**NEW YORK CITY  
DEPARTMENT OF TRANSPORTATION  
DBE UTILIZATION WORKSHEET AMENDMENT**

<b>CONTRACT No.</b>	<b>COUNTY</b>	<b>F. A. PROJECT No.</b>	<b>PAGE No. OF</b>	<b>DATE SUBMITTED</b>
---------------------	---------------	--------------------------	------------------------	-----------------------

<p align="center"><b>CONTRACTOR</b></p> <p><b>NAME</b> _____</p> <p><b>ADDRESS</b> _____</p> <p>_____</p> <p><b>PHONE</b> _____</p> <p><b>FED. ID No.</b> _____</p>	<p align="center"><b>SUBCONTRACTOR</b></p> <p><b>NAME</b> _____</p> <p><b>ADDRESS</b> _____</p> <p>_____</p> <p><b>PHONE</b> _____</p> <p><b>FED. ID No.</b> _____</p>
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The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.

<b>EST. BEGINNING DATE</b>	<b>EST. COMPLETION DATE</b>
(Mo & Yr) ____ / ____	(Mo & Yr) ____ / ____

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Regional Director. The signatories below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

<b>Contractor' Signature</b>	<b>Date</b>	<b>Subcontractor's Signature</b>	<b>Date</b>
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**ONLY LIST ITEMS TO BE ADDED, DELETED, INCREASED OR DECREASED: See Instructions.**

ITEM No.	ITEM NAME	Previous or New Entry	< 100%	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1		PREV					
		NEW					
2		PREV					
		NEW					
3		PREV					
		NEW					
4		PREV					
		NEW					
5		PREV					
		NEW					
Total all PREV Bid Amounts & D/M/WBE Agreed Amounts:							
Total all NEW Bid Amounts & D/M/WBE Agreed Amounts:							
<b>NET TOTAL AMENDMENTS:</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. Regional approval of an Approval to Subcontract (Amended) form AAPHC 89-1 is required prior to subletting or otherwise assigning any new work shown on this worksheet.

<b>APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:</b>	<b>DATE APPROVED</b> / /
--	-----------------------------

**INSTRUCTIONS FOR COMPLETING FORM AAPHC 89-1  
DBE UTILIZATION WORKSHEET AMENDMENT**

New York City Department of Transportation DBE Provisions requires that prior to contract award; Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor. The DBE Utilization Worksheet Amendment is used to describe in item detail any change (addition, subtraction, increase and/or decrease) to a previously approved worksheet.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet Amendment has been designed for use as form AAPHC 89-1, when submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheet Amendments are to be submitted directly to OCC as attachments to a revised Utilization Plan, form AAP 19.

Approval of the Utilization Worksheet Amendment conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract.

Only one DBE Utilization Worksheet is to be submitted for each subcontractor on this prime contract. DO NOT submit amendments to the item(s) or amount(s) of work proposed for a subcontractor on another form AAPHC 89. After initial forms have been filed for a given subcontractor, any amendments to the item(s) or amount(s) of work to be performed by this subcontractor will be submitted on form AAPHC 89-1.

Examples: (1) To add or delete items of work and/or increase or decrease the value of an item of work on a previously approved Utilization Worksheet: complete form AAPHC 89-1.

(2) To transfer part of a previously approved Utilization Worksheet from one subcontractor to another previously approved subcontractor: complete two sets of forms AAPHC 89-1. On the first request approval to decrease previously approved value(s) and on the second request approval to increase previously approved value(s).

(3) To transfer part of a previously approved Utilization Worksheet from one subcontractor to a new, not previously approved subcontractor: complete form AAPHC 89-1 and one form AAPHC 89. On the form AAPHC 89-1, request approval to decrease the value of a previously approved subcontract; on the form AAPHC 89, request approval to execute an entirely new subcontract with a new subcontractor.

**AN AMENDMENT THAT REDUCES THE UTILIZATION OF AN APPROVED DBE MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION (i.e.. a letter of unavailability from the DBE).**

CONTRACT NO.: Enter NYC contract number. Example: BRC100

COUNTY: Enter name of county or counties. Example: Manhattan & Brooklyn

F.A. PROJECT No.: Enter only for Federal-Aid projects. Example: I-87-3(177)



AAP 21LL Form Instructions:

**Final Report:** Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

**Contract No:** Enter NYC DOT PIN (Project Identification Number) and Local Project contract number.

**County:** Enter the name of the county or counties this project is located in.

**Report Date:** Enter date (Month/Day/Year) through which payments due and made are reflective of.

**Contractor and Vendor Data:** Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

**Total Payments Due to Date:** Enter total of payments due to the vendor to date.

**Withholding to Date:** Enter amount due vendor that has not been paid. Any withholding must be explained in the Comments section.

**Total Payment to Date:** Value of payments due to date less withholding.

**Comments:** Amounts recorded as withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

**Signatures:** Authorized representatives of both the Prime Contractor and Subcontractor/Vendor sign and date.

**Notarization:** The signatures must be notarized by a duly registered Notary Public.

The AAP 21LL is a cumulative to-date report of the total payments due a vendor, total retainage or other withholdings, and total payments made to the vendor. The AAP 21LL is to be submitted by the 15th day of the following month to the Regional Local Project Liaison (RLPL) for each vendor due payment during the previous month or when requested by the Project Sponsor or the NYC Department of Transportation. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL must be completed by both parties. The Final AAP 21LL should be submitted as soon as possible after the vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the vendor has completed its commitment.

The Prime Contractor shall submit a copy of the AAP 21LL signed by an authorized representative of their firm, to the Sponsor and to each vendor due payment on the project.

The Prime Contractor shall inform the Vendor of its responsibility to review the form for accuracy, to sign and return the form to the Sponsor, and to have the Vendor's signature on the AAP 21LL.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the New York City Department of Transportation and become a part of the records thereof and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony. (Penal Law, Section 175.35)

**New York City Department of Transportation  
SUBCONTRACTOR / SUBCONSULTANT  
MONTHLY PAYMENT REPORT**

CONTRACT No./ PIN No.: \_\_\_\_\_

Page No.: \_\_\_\_\_ of \_\_\_\_\_

REGISTRATION No.: \_\_\_\_\_

MONTH: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

Work Completed \_\_\_\_\_ %  
To Date: \_\_\_\_\_

SUBCONTRACTOR'S NAME / SUBCONSULTANT'S NAME	Certification (DBE, MBE, WBE, LBE, None)	Contract Value	Total Payments This Month	Total Payments To Date
<b>TOTAL:</b>				

REMARKS: \_\_\_\_\_

**FALSIFICATION OF THIS STATEMENT IS A PUNISHABLE OFFENSE**

*I certify that the total payments above reflect the value of the work done by the subcontractors/subconsultants that payments have been made by the Contractor and received by the Subcontractor /Subconsultant as specified above; that there were no Rebates, Refunds or Offsets applied to any payments unless the same is noted above; and that it is known to me to be true of my knowledge.*

\_\_\_\_\_  
PRIME CONTRACTOR'S / CONSULTANT'S NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**INSTRUCTIONS FOR PREPARING AND SUBMITTAL OF  
SUBCONTRACTOR / SUBCONSULTANT PAYMENT REPORTS**

*New York City Department of Transportation requires Prime Contractors / Consultants to report payments made to ALL SUBCONTRACTORS / SUBCONSULTANT that are utilized on city contracts. Prime Contractor/ Consultant report of payments to ALL SUBCONTRACTORS / SUBCONSULTANTS is required on a **monthly basis** or when requested by the Department. Failure by the Prime Contractor / Consultant to submit this report to the Department's Project Engineer-In-Charge or directly to Contract Compliance Office as directed and in accordance with the above may result in the withholding of payments.*

**Prepare one report per contract and list ALL subcontractors / subconsultants employed on this project regardless of payments.**

**PAGE No.:** Enter 1 of 1; 1 of 2; 2 of 2; etc. Use additional forms as needed.

**CONTRACT No.:** Enter New York City Contract No. or PIN No. as appropriate.  
(Example: BRC100 or 84109MBSA000)

**REGISTRATION No.:** Enter the Registration No. assigned to this contract. This may be obtained from the "Notice of Award" and/or the "Order to Commence Work" letters.

**MONTH:** Enter month to which payment amounts refer.

**PRIME CONTRACTOR / CONSULTANT:** Enter the legal name of the Prime's firm.

**WORK COMPLETED TO DATE:** Enter the percentage of work **completed to date** in relation to the life of the contract.

**SUBCONTRACTOR:** Enter names of ALL Subcontractors employed by your firm that utilized on this project.

**SUBCONSULTANT:** Enter names of ALL Sub consultants employed by your firm that utilized on this project.

**CERTIFICATION:** Indicate what type of minority certification the Subcontractor/ Subconsultant has if any. Otherwise indicate "None". Do not leave it blank.

**CONTRACT VALUE:** For each Subcontractor / Subconsultant enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.

**TOTAL PAYMENTS THIS MONTH:** Enter total Payments made to Subcontractor / Subconsultant for the indicated month.

**TOTAL PAYMENTS TO DATE:** Total Value of **Actual** Payments to Date, amount shown will be Total Payments Due less Retainage or Other Withholding, if any.

**REMARKS:** Prime Contractor / Consultant must indicate any monies under dispute or the subject of exceptions or withholdings; and a brief description of the circumstances leading to the dispute or exception.

**SIGNATURE:** Authorized representative of the Prime Contractor / Consultant must sign and date form.





AGENCY CHIEF CONTRACTING OFFICE  
CIVIL RIGHTS COMPLAINT FORM

Today's Date: 2/28/2012

**COMPLAINANT**

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	Email
City/State/Zip	Complaint received through <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> letter <input type="checkbox"/> In-Person

**COMPLAINT AGAINST**

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	PIN
City/State/Zip	Registration #
Relationship to Complainant	

**DESCRIPTION OF COMPLAINT**

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(Over)

**NATURE OF COMPLAINT** *(check all that apply)*

- Harassment     Intimidation     Threats     Coercion     Other \_\_\_\_\_  
*(explain)*

If you have checked any of the above, please indicate the basis of the civil rights violation below.

- Race     Disability     Age     Ethnicity     Sexual Orientation     Retaliation for Filing a Complaint  
 Gender     National Origin     Religion     Title VI - Refer to Title VI Officer  
 Other: \_\_\_\_\_  
*(explain)*

INTAKE	
Name	Title
Signature	Date

**RESOLUTION**

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**ATTACHMENTS**

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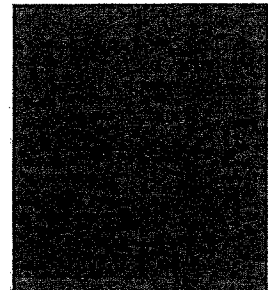
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**PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION**

<b>Contract No.</b>	<b>PIN</b>

<b>Project Sponsor</b>	<b>County</b>

**Supervisor of the day-to-day DBE trucking operation is:**



<b>DBE Trucking Firm:</b>			
	<b>Owned</b>	<b>Leased</b>	<b>Total</b>
<b>No. of Trucks</b>			0

<b>Number of Trucks Performing Work</b>	<b>Rate (\$)</b>	<b>Per</b>	<b>Duration/No.</b>	<b>Commitment (\$)</b>
On-Site				\$0.00
Off-Site				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

<b>DBE Trucking Firm:</b>			
	<b>Owned</b>	<b>Leased</b>	<b>Total</b>
<b>No. of Trucks</b>			0

<b>Number of Trucks Performing Work</b>	<b>Rate (\$)</b>	<b>Per</b>	<b>Duration/No.</b>	<b>Commitment (\$)</b>
On-Site				\$0.00
Off-Site				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

<b>DBE Trucking Firm:</b>			
	<b>Owned</b>	<b>Leased</b>	<b>Total</b>
<b>No. of Trucks</b>			0

<b>Number of Trucks Performing Work</b>	<b>Rate (\$)</b>	<b>Per</b>	<b>Duration/No.</b>	<b>Commitment (\$)</b>
On-Site				\$0.00
Off-Site				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

NOTE: A Low Bidder that submits a DBE Utilization Pre-Award Package that includes amount(s) for trucking, must complete this form to show how the commitment amount was estimated. For any long-term leased truck, submit a copy of the lease agreement. Rate should be stated as \$/day, \$/hour, \$/load, etc. and estimated duration/number of loads. (i.e., 1 truck @ \$400/day for 3 weeks = \$6,000)

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK  
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")**

Page 1 of \_\_\_\_\_

**Directions:** For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

**PRIME CONTRACT INFORMATION**

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

**PRIME CONTRACTOR IDENTIFICATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

**SUBCONTRACTOR #1 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #2 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #3 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**Prime Contractor Certification:** I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**CITY OF NEW YORK  
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")**

Page 2 of     

**Directions:** For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

**PRIME CONTRACT INFORMATION**

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

**PRIME CONTRACTOR IDENTIFICATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

**SUBCONTRACTOR #4 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #5 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**SUBCONTRACTOR #6 INFORMATION**

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

**Prime Contractor Certification:** I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**ATTACH TO CONTRACT DOCUMENTS**

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

**PROJECT ID: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

**ADDENDUM NO. 3**

**DATED: January 31, 2013**

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

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

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

**A. NOTICE TO BIDDERS**

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

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

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

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

- (2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

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



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

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

(NO TEXT)

## C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS

- (1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:  
**Add** the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

\* **Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>**

- (2) **Refer** to Subsection 1.06.14 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-10:  
**Add** the following to Subsection 1.06.14:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Donald Soldiviero at (212) 460-4834.

- (2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) CABLEVISION

There are CABLEVISION facilities in the area of construction. The Contractor shall notify CABLEVISION at least seventy-two (72) hours prior to the start of construction by contacting Mr. Richard House at (718) 861-7359.

(3) **Refer to Subsection 1.06.20 - Contractor To Notify City Departments, Page I-12:**  
**Add** the following to **Subsection 1.06.20:**

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Assistant Commissioner, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Division of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. James LeMyre, DLM at (718) 430-1820.

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

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

**Substitute** the following:

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

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

(5) **Refer to Standard Sewer Specifications (August 1, 2009), Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15:**  
**Add** the following to **Subsection 1.06.29:**

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWSRT200A.

- (6) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:

**Delete** **Subsection 1.08.2 - Vendors** in its entirety:

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

#### 1.08.2 VENDORS

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

- (7) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:

**Add** the following new **Subsection 1.08.7**:

#### 1.08.7 SUBMITTAL OF SCHEDULE LOG

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

- (8) **Refer** to **Section 2.05 - Precast Reinforced Concrete Pipe**, **Subsection 2.05.4 - Materials, Workmanship And Finish**, Page II-10:

**Delete** from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety:

**Substitute** the following:

(A) CONCRETE - The Concrete shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.

- (9) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-23:

**Delete** from **Subsection 2.15.3**, **Reference Number D 3.2.1** together with its paragraphs in their entirety:

**Substitute** the following:

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

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

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

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

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

**(10) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**

**Add to Subsection 2.15.3, before Reference Number D 8.2 the following:**

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

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

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

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

**(11) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**

**Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:**

**Substitute the following:**

D 16.3 Testing Service - ADD the following:

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

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

**(12) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**

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

Substitute the following:

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

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

**CONCRETE TEST CYLINDERS**

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

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

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

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

**(13) Refer to Subsection 4.02.15 - Disposal Of Water From Trenches, Page IV-8:**

Add the following to **Subsection 4.02.15:**

(A) The Department of Design and Construction has not filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law, Article 15, for a Temporary Well Point System Permit Application. However, it is anticipated that

the criteria for rate of pumping will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 4.14** of this addendum.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following are the minimum requirements set forth by the New York Department of Environmental Conservation and shall be complied with prior to the start of work:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. A laboratory certified by the New York State Health Department shall analyze the samples and the results are to be submitted directly to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work as described herein, must be submitted to, and approved by the NYSDEC prior to the commencement of any work. No payment for any item of work will be made, and no shop drawing shall be approved until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

**(14) Refer to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:**

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

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

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

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.)



to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

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

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

**(15) Refer** to **Section 5.01 - Reinforced Concrete Sewers, Subsection 5.01.4 - Precast Reinforced Concrete Sewer**, Paragraph (C) - Details, second paragraph, first line, Page V-4:  
**Change** the words "C789 or C850 (as required)", to "C1433":

**(16) Refer** to **Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method, Subsection 5.05C.6 - Separate Payment**, third paragraph, second line, Page V-49  
**Change** the word, "nine", to "eleven":

**(17) Refer** to **Section 5.11 - Outfall Structures, Subsection 5.11.2 - Materials**, Page V-95:  
**Delete** from **Subsection 5.11.1**, paragraph (A) in its entirety:  
**Substitute** the following:

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium nitrite solution, containing  $30 \pm 2\%$  calcium nitrite solids by weight and having a specific gravity of  $1.27 \pm 0.02$ . The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The ph shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete; consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

**(18) Refer** to **Section 5.18A - Sewer Cleaning, Subsection 5.18A.3 - Disposal**, Page V-124:  
**Delete** from **Subsection 5.18A.3**, the first paragraph in its entirety:  
**Substitute** the following:

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(19) **Refer** to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-161:

**Delete** from Subsection 5.23.1, the third paragraph in its entirety:

**Substitute** the following:

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

(20) **Refer** to Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria, Page V-162:

**Add** the following to Subsection 5.23.4:

(C) The Contractor may substitute skid resistant steel plates for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(21) **Refer** to Subsection 5.32.4 - Specific Pavement Restoration Provisions, Page V-185:

**Add** the following to Subsection 5.32.4:

(E) Specific Pavement Restoration Provisions:

(1) Within the limits of the highway rehabilitation the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWSRT200A

(22) **Refer** to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-195:

**Change** 16", to 16'.

**D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS****(1) Refer to Subsection 1.06.3 - Hours Of Work, Page I-4:**

**Add** the following to **Subsection 1.06.3**:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

\* **Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>**

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

**Delete** the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety.

**Substitute** the following:

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

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

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

#### 1.08.2 VENDORS

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

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

#### 1.08.7 SUBMITTAL OF SCHEDULE LOG

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

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

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

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

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

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

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

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

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

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

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

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

- (7) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:  
**Delete** from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:  
**Substitute** the following:

D 16.3 Testing Service - **ADD** the following:

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

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

of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

- (8) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:  
**Delete** from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:  
**Substitute** the following:

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

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

#### CONCRETE TEST CYLINDERS

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

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

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

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

- (9) **Refer** to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

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

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

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

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main

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

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

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

**(10) Refer** to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes, Page V-8:**

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

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

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

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

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

**(11) Refer** to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3 - Construction Methods, Paragraph (M) - Laying Temporary Connections, Page V-12:**

**Delete Paragraph (M)**, in its entirety:  
**Substitute** the following:

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

(1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. No payment will be made for providing temporary house services which may be required when making a temporary connection between the existing and new main.

- (2) (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.
- (b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.
- (c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.
- (d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.

(12) Refer to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.5 - Price To Cover, Paragraph (10), Page V-16:  
Delete Paragraph (10), in its entirety:  
Substitute the following:

- (10)(a) No separate or additional payment will be made to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water mains as ordered by the Engineer. The costs thereof shall be deemed included in the unit prices bid for all items of the contract.
- (b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed will be paid for at the same rates as for valves and fittings permanently installed.
- (c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be deemed included in the prices bid for all items of the contract. No separate or additional payment will be made for this work.
- (d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid for laying the temporary pipe connection and fitting using the appropriate pipe laying item for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.

(13) Refer to Subsection 5.04.4 - Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list, Page V-23:  
Delete Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

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

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

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

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



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

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

(15) **Refer** to **Section 5.06 - Setting Gate Valves**, Page V-38:

(A) **Delete** from **Subsection 5.06.1 - Description**, the first paragraph in its entirety:

**Substitute** the following:

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

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

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

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

(16) **Refer** to **Section 5.23 - Decking, Subsection 5.23.1 - Description**, Page V-73:

**Delete** from **Subsection 5.23.1**, the third paragraph in its entirety:

**Substitute** the following:

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

(17) **Refer** to **Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria**, Page V-74:

**Add** the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(18) **Refer** to **Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover**, Paragraph (3), fifth line, Page V-114:

**Change** 16", to 16'.

END OF ADDENDUM NO. 3

This Addendum consists of nineteen (19) pages.

**NO TEXT ON THIS PAGE**

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

DECEMBER 20, 2012

**ADDENDUM NO. 4**

**PROJECT ID: HWSRT200A**

**SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:**

**WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD**

**INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK**

**SPECIFICATIONS FOR  
HANDLING, TRANSPORTATION AND DISPOSAL  
OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS  
CONTAMINATED MATERIALS**

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

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- Attachments**
1. New York City Department of Environmental Protection Limitations for Discharge to Storm, Sanitary/Combined Sewers
  2. Applicable Regulations
  3. Definitions

## ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

### 8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ◆ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ◆ Visual evidence of contamination
- ◆ Petroleum and/or chemical odors

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Administration, Engineering Support Services (ESS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor

- monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
  3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
  4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
    - a. Name and Waste Transporter Permit Number
    - b. Address
    - c. Name of responsible contact for the hauler
    - d. Telephone number for the contact
    - e. Any and all necessary permit authorizations for each type of waste transported
    - f. Previous experience in performing the type of work specified herein
  5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
  6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
  7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
    - a. Facility name and the State identification number
      - (1) Facility location
      - (2) Name of responsible contact for the facility
      - (3) Telephone number for contact
      - (4) Signed letter of agreement to accept waste as specified in this contract
      - (5) Unit of measure utilized at facility for costing purposes
    - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
  - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
  - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### **8.01 C1.2 MATERIALS**

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Administration, ESS.

#### **8.01 C1.3 CONSTRUCTION DETAILS**

##### **A. Material Handling**

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
  - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
  - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally

identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

**B. Off-Site Transportation to Disposal or Treatment Facility**

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. **The Program Administration, ESS shall review and approve waste profiles before transportation to the TSD facility.**

2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.



- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
  - c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
  - d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
  - e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Administration, ESS at no additional cost to the City.
  - f. The Contractor shall develop, document, and implement a policy for accident prevention.
  - g. The Contractor shall not combine contaminated materials from other projects with material from this project.
  - h. No material shall be transported until approved by the DDC.
3. Off-Site Disposal
- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and if approved shall be at no extra cost to the City.
  - b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated treatment and/or disposal services.
  - c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
  - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
  - e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.
4. Equipment and Vehicle Decontamination
- a. The Contractor shall design and construct a portable decontamination station to be

used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.

- b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

**8.01 C1.4 METHOD OF MEASUREMENT**

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

**8.01 C1.5 PRICE TO COVER**

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

**ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY  
HAZARDOUS SOIL FOR DISPOSAL PARAMETERS**

**8.01 C2.1 WORK TO INCLUDE**

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) to the Program Administration, Engineering Support Services (ESS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
2. The Contractor shall sample and analyze representative samples of the contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 100 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a rush four (4) calendar days turn around time and analytical results must be submitted to Program Administration, ESS within five (5) calendar days after sample collection.
3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
  1. Sample identification number
  2. Sample location
  3. Field observation
  4. Sample type
  5. Analyses
  6. Date/time of collection
  7. Collector's name
  8. Sample procedures and equipment utilized
  9. Date sent to laboratory and name of laboratory
8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

**8.01 C2.2 METHOD OF MEASUREMENT**

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

**8.01 C2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor materials, plant, equipment, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Parameters	Set

## ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

### 8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Administration, Engineering Support Services (ESS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
  - a. Name and waste transporter permit number

- b. Address
  - c. Name of responsible contact for the hauler
  - d. Telephone number for the contact
  - e. Any and all necessary permit authorizations for each type of waste transported
  - f. Previous experience in performing the type of work specified herein
4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
  5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
  6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
  7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
    - a. General Information
      - (1) Facility name and the EPA identification number
      - (2) Facility location
      - (3) Name of responsible contact for the facility
      - (4) Telephone number for contact
      - (5) Signed letter of agreement to accept waste as specified in this contract
      - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
      - (7) Unit of measure utilized at each facility for costing purposes
    - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
    - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
    - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
    - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

#### **8.01 H.2 MATERIALS**

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

#### **8.01 H1.3 CONSTRUCTION DETAILS**

##### **A. Material Handling**

1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S - Health and Safety.
2. The Contractor shall handle hazardous soil as approved in the MHP.
3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

##### **B. Off-Site Transportation and Disposal**

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.
2. Weight Measurement
  - a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
  - b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.

3. General

- a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. **The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Administration, ESS will review and sign the manifest as the generator.**



- j. No materials shall be transported until approved by the DDC.
- 5. Off-Site Disposal
  - a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
  - b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
  - c. The Contractor shall submit all results and weights to the DDC.
  - d. **The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Administration, ESS.**
- 6. Equipment and Vehicle Decontamination

The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
- 7. Record Keeping

The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

#### **8.01 H.4 METHOD MEASUREMENT**

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H1.3.B.2, that are capable of generating load tickets.

#### **8.01 H.5 PRICE TO COVER**

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to

complete the work as specified herein for handling, transporting and disposal of hazardous soils.

- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.
- D. Backfill will be paid for under its respective item.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soils	Tons

## ITEM 8.01 S HEALTH AND SAFETY

### 8.01 S.1 WORK TO INCLUDE

#### Health and Safety Requirements

##### A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Administration, Engineering Support Services (ESS).

Work shall include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Administration, ESS demonstrating the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor shall submit, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Administration, ESS for review and comment. The Contractor shall make all necessary revisions required by Program Administration, ESS and resubmit the HASP to the Program Administration, ESS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Administration, ESS.
2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance

regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents shall be reported to the DDC.

D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill control, dust control, vapor/odor suppression procedures
14. Identification of the nearest hospital and route
15. Confined space procedures
16. Excavation safety procedures

**8.01 S.2 MEASUREMENT**

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

- Medical surveillance program
- Health and safety training
- Health and safety plan
- Environmental and personnel monitoring
- Instrumentation
- Spill control
- Dust control
- Personnel and equipment decontamination facilities
- Personnel protective clothing
- Communications
- Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C. 25% will be paid when the operation is demobilized and removed from the project site.

### **8.01 S.3 PRICE TO COVER**

#### **Health and Safety Requirements**

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
  - 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
  - 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.
- F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 S	Health and Safety	Lump Sum

## **ITEM 8.01 W1 REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER**

### **8.01 W1.1 WORK TO INCLUDE**

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Administration, Engineering Support Services (ESS) demonstrating the minimum requirements as set forth below:

1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.



The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

#### **8.01 W1.2 CONSTRUCTION DETAILS**

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

##### **A. On-site treatment and discharge into New York City combined sanitary/storm sewers.**

1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:  
Title 15-New DEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
  - a. Industrial waste approval for the New York City sewer system.
  - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
  - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
  - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
  - e. Wastewater quality control application, DEP.
3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 - Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
  - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
  - (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

lading, certificates of recycling or destruction and other applicable documentation.

- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
  - a.
    - (1) Name and waste transporter permit number
    - (2) Address
    - (3) Name of responsible contact for the hauler
    - (4) Any and all necessary permit authorizations for each type of waste transported
    - (5) Previous experience in performing the type of work specified herein
  - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
    - (1) Facility name and EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Unit of measure utilized at facility for costing purposes
  - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
  - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
  - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

d. **Equipment and Vehicle Decontamination**

- (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

**8.01 W1.3 METHOD OF MEASUREMENT**

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

**8.01 W1.4 PRICE TO COVER**

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

## ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

### 8.01 W2.1 WORK TO INCLUDE

#### A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

#### B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
  - a. Sample identification number
  - b. Sample location
  - c. Field observation
  - d. Sample type
  - e. Analyses
  - f. Date/time of collection
  - g. Collector's name
  - h. Sample procedures and equipment used
  - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

**8.01 W2.2 METHOD OF MEASUREMENT**

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

**8.01 W2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set



**ATTACHMENT 1**

**New York City Department of Environmental Protection  
Limitations for Discharge To Storm, Sanitary/Combined Sewer**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTEWATER TREATMENT**

**Limitations for effluent to storm, sanitary or combined sewers**

Parameter	Daily Limit	Units	Sample Type	Monthly Limit
Oil & Grease	15	mg/l	Instantaneous	
Total Petroleum Hydrocarbons	50	mg/l	Instantaneous	
pH Range (Storm sewer)	6.5-8.5	SU's	Instantaneous	
(Sanitary sewer)	5-11			
Benzene	134	ppb	Instantaneous	57
Ethyl benzene	380	ppb	Instantaneous	142
Toluene	74	ppb	Instantaneous	28
Xylenes Total	74	ppb	Instantaneous	28
Temperature	< 150	°F	Instantaneous	
Cadmium	2	mg/l	Instantaneous	
	0.69	mg/l	Composite	
Chromium VI	5	mg/l	Instantaneous	
Copper	5	mg/l	Instantaneous	
Lead	2	mg/l	Instantaneous	
Mercury	0.05	mg/l	Instantaneous	
Nickel	3	mg/l	Instantaneous	
Zinc	5	mg/l	Instantaneous	
Flash Point	> 140	°F	Instantaneous	
Total Suspended Solids	350	ppm	Instantaneous	
PCB's Total*	1	ppb	Composite	
Perc (Tetrachloroethylene)	20	ppb	Instantaneous	
MTBE (Methyl-Tert-Butyl-Ether)	10	ppb	Instantaneous	10
Naphthalene	47	ppb	Instantaneous	19

\* Analysis for PCB's are requested only if both conditions listed below are met:

- 1) If proposed discharge > 10,000 gpd
- 2) If duration of discharge > 10 days

Analysis for PCB's must be conducted by USEPA Method 608 only with MDL = 65ppt

## **ATTACHMENT 2**

### **Applicable Regulations**

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

## **ATTACHMENT 3**

### **Definitions**

**Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.

**Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

**Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

**Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.

**Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

**Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

**Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

**Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.

**PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

**Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

**RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.

**Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

**END OF ADDENDUM NO. 4**

**This Addendum Consists of Thirty Eight (38) Pages**



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

PROJECT ID: HWSRT200A

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:  
WESTCHESTER AVENUE AT LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT MARKINGS, SEWER,  
WATER MAIN, STREET LIGHTING WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX  
CITY OF NEW YORK

ADDENDUM NO.5

DATED: March 6, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
  - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A5-4 through A5-14)
  - B. Schedule U-1 (Page A5-15)
  - C. Schedules U-2 (one for each Utility Company) (Pages A5-16 through A5-41)
  - D. Section U-3 Page (A5-41) (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, in this Addendum); and,
  - E. Utility drawings (29 Sheets)
    - \*General Notes and Conditions, Con Edison (1 Sheet)
    - \*Proposed gas Plans, Con Edison (1 Sheet)
    - \*Proposed Electric Plans Con Edison (2 Sheet)
    - \*Special care Excavation, CET-700 Con Edison (2 Sheets)
    - \*Special care Excavation, CET-802A Con Edison (2 Sheets)
    - \*Special care Excavation, CET-802B Con Edison (2 Sheets)
    - \*Utility Plates, Con Edison (18 Sheets)
    - \*Special care Excavation, Cable Vision (1 Sheet)attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and

items of Utility Work, and coordinate all phases of the facility operator operations.

3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:
  - A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
  - B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
  - C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
  - D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A5-14, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
  - E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
  - F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

**Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities**

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

**1. Pre-engineering:**

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

**2. Means and methods for City work:**

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and

that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 - Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

**3. *Field inspection prior to construction:***

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 - Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

**4. *Compensation for interference work:***

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor,

through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.)

**5. *Interference Agreement:***

1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

**6. *City contract work to continue without Interference Agreement :***

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials,

and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness

and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

**7. *Extra utility work with Utility Agreement:***

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may



grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

**8. *Means and Methods for utility work:***

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

**9. *Disputed utility work covered by a utility agreement:***

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor

shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

**10. Arbitration of utility work:**

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.

- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7<sup>th</sup> day after receipt of the arbitrator's decision, or on the 30<sup>th</sup> day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

**11. Order-out waiver:**

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

**12. Cost of insurance:**

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

**13. Cost of utility interference work:**

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

**14. Default declaration:**

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

**15. NYS Labor Law:**

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

**16. Facility operators:**

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)  
Deputy Commissioner, Infrastructure Division  
Department of Design and Construction  
30-30 Thomson Avenue  
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities  
Project No: \_\_\_\_\_

Dear (Name):

This letter is to certify that \_\_\_\_\_, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company's own expenses due to interferences with the Public work.

Sincerely,

\_\_\_\_\_  
By: Authorized Company Representative

\_\_\_\_\_  
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM  
AND LEGAL AUTHORITY:

By: \_\_\_\_\_

SCHEDULE U-1

HWSRT200A

CONSTRUCTION OF SAFE ROUTES TO TRANSIT

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	THERESA KONG	212-460-4834
ECS/ VERIZON	AUBREY MAKHANLALL	718-977-8165
CABLE VISION	<del>SIMON GOMEZ</del> Jaime Feliberly	<del>917-578-2696</del> 861-7361

**SCHEDULE U-2**  
**CONTRACT NO. HWSRT200A**  
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR CONSOLIDATED EDISON CO.**  
**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS**  
**VARIOUS LOCATIONS IN THE BRONX**  
**REVISION 3**

CET ITEM NUMBER	DESCRIPTION	Estimated Quantity	Unit of Measure
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (<= 0.75 SF)	7	EA
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (> 0.75 SF - <= 2.0 SF)	4	EA
CET 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (<= 0.75 SF)	2	EA
CET 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (> 0.75 SF - <= 2.0 SF)	1	EA
CET 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (<= 0.75 SF)	4	EA
CET 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (> 0.75 SF - <= 2.0 SF)	1	EA
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONS (INVER DEPTH 4'-6" TO 5' FOR TYPE 2 OR UP TO 5'-6" FOR TYPE 3)	40	LF
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	10	EA
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	50	CY
CET 330E-B.1	SUPPORT AND PROTECTION OF ELECTRIC, GAS, & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. W/IN TRENCH LIMITS W SHEETING(TYPE .1)	100	LF
CET 330E-B.2	SUPPORT AND PROTECTION OF ELECTRIC, GAS, & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. W/IN TRENCH LIMITS W SHEETING(TYPE .2)	100	LF
CET 330E-B.3	SUPPORT AND PROTECTION OF ELECTRIC, GAS, & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. W/IN TRENCH LIMITS W SHEETING(TYPE .3)	100	LF
CET 400	TEST PITS FOR UTILITY FACILITIES	150	CY
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	300	CY
CET 401A	SPECIAL CARE EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO BASE PAVEMENT	50	CY
CET 402.1	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	300	LF
CET 402.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	300	LF
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	500	LF
CET 402.2A	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	450	LF



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 FOR CONSOLIDATED EDISON CO.  
 NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
 CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS  
 VARIOUS LOCATIONS IN THE BRONX  
 REVISION 3

CET ITEM NUMBER	DESCRIPTION	Estimated Quantity	Unit of Measure
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	200	SF
CET 405.1	EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET(C.Y.)	250	CY
CET 406	EXCAVATION FOR UTILITY STRUCTURE	50	CY
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	42	CRHRS
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	400	CRHRS
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	250	CRHRS
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	550	LF
CET 600.1	INSTALL CONDUIT IN UNPAVED AREA (1 EA. 2", 4", OR 5" CONDUIT - ALL TYPES)	50	LF
CET 600.2	INSTALL CONDUIT IN UNPAVED AREA (2 EA. 4" CONDUIT - ALL TYPES)	150	LF
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	100	LF
CET 601.2	INSTALL CONDUIT IN PAVED AREA (2 EA. 4" CONDUIT - ALL TYPES)	700	LF
CET 601.3	INSTALL CONDUIT IN PAVED AREA (4 EA. 4" CONDUIT - ALL TYPES)	500	LF
CET 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	200	LF
CET 636 EA RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (UNDER 7" WIDTH)	3	EA
CET 636 EA SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWAY (UNDER 7" WIDTH)	15	EA
CET 636 EB SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWAY (7" TO UNDER 14" WIDTH)	1	EA
CET 636 EC RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (14" TO UNDER 30" WIDTH)	11	EA
CET 636 ED RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (30" TO UNDER 34" WIDTH)	1	EA
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	20	CY
CET 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURES	40	CY
CET 638 S	BREAK OUT AND REMOVE UTILITY STRUCTURE	30	CY

**SCHEDULE U-2**  
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**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR CONSOLIDATED EDISON CO.**  
**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION**  
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**VARIOUS LOCATIONS IN THE BRONX**  
**REVISION 3**

CET ITEM NUMBER	DESCRIPTION	Estimated Quantity	Unit of Measure
CET 700	SPECIAL MOD. OF WORK METHODS TO ACCOMMODATE AND/OR PROTECT U.G. FACILITIES WITH LIMITED COVER	395	CY
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC PIPES, UP TO AND INCL. 12" DIAMETER PIPES	500	LF
CET 781	REMOVABLE CURB/SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURES OPENINGS	1	EA
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	2,088	SF
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	67	LF

FOR INFORMATION ONLY  
CONSOLIDATED EDISON CO.-INCLUSION SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR NYCDDC CONTRACT HWSRT200A  
CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS  
VARIOUS LOCATIONS IN THE BRONX  
REVISION 3

<u>CET 100.1</u>	<b>UTILITIES CROSSING TRENCH FOR CATCH BASIN            CHUTE CONNECTION AND/OR TEST PIT            (&lt;=0.75SF)</b>	7	EA
	At the following locations: S/S WESTCHESTER AVE, W/O ST. LAWRENCE AVE N/S WESTCHESTER AVE, E/O ST. LAWRENCE AVE SEC CROSBY AVE & WESTCHESTER AVE NWC WESTCHESTER AVE & ZEREGA AVE W/S WESTCHESTER AVE, N/O ZEREGA AVE E/S WESTCHESTER AVE, S/O ZEREGA AVE W/S WESTCHESTER AVE, N/O HUTCHINSON RIVER PKWY EAST	1 1 1 1 1 1 1	
	Total quantity for CET 100.1 =	7	
<u>CET 100.2</u>	<b>UTILITIES CROSSING TRENCH FOR CATCH BASIN            CHUTE CONNECTION AND/OR TEST PIT            (&gt;0.75SF-&lt;=2SF)</b>	4	EA
	At the following locations: N/S WESTCHESTER AVE, E/O ST. LAWRENCE AVE W/S WESTCHESTER AVE, N/O ZEREGA AVE E/S WESTCHESTER AVE, S/O ZEREGA AVE E/S EDISON AVE, S/O WESTCHESTER AVE	1 1 1 1	
	Total quantity for CET 100.2 =	4	
<u>CET 108.1</u>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN            UP TO AND INCLUDING 12" DIAMETER            (&lt;=0.75SF)</b>	2	EA
	At the following locations: SEC WESTCHESTER AVE & ZEREGA AVE SWC WESTCHESTER AVE & CASTLE HILL AVE	1 1	
	Total quantity for CET 108.1 =	2	
<u>CET 108.2</u>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN            UP TO AND INCLUDING 12" DIAMETER            (&gt; 0.75SF - &lt;=2.0SF)</b>	1	EA
	At the following locations: INT. OF WESTCHESTER AVE & ZEREGA AVE	1	
	Total quantity for CET 108.2 =	1	

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CONSOLIDATED EDISON CO.-INCLUSION SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR NYCDDC CONTRACT HWSRT200A  
CONSTRUCTION OF SAFE ROUTES TO TRANSIT SIDEWALK EXTENSIONS  
VARIOUS LOCATIONS IN THE BRONX  
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<u>CET 109.1</u>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (≤0.75SF)</b>	4	EA
	At the following locations: INT. OF WESTCHESTER AVE & ZEREGA AVE NEC WESTCHESTER AVE & CASTLE HILL AVE NEC WESTCHESTER AVE & ST. LAWRENCE AVE	2 1 1	
	Total quantity for CET 109.1 =	4	
<u>CET 109.2</u>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (&gt; 0.75SF - ≤2.0SF)</b>	1	EA
	At the following locations: NWC WESTCHESTER AVE & ZEREGA AVE	1	
	Total quantity for CET 109.2 =	1	
<u>CET 200.1</u>	<b>EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES</b>	40	LF
	At the following locations: N/S WESTCHESTER AVE, E/O ZEREGA AVE E/S EDISON AVE, S/O WESTCHESTER AVE	25 15	
	Total quantity for CET 200.1 =	40	
<u>CET 225.1B</u>	<b>INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES</b>	10	EA
	At the following locations: N/S WESTCHESTER AVE, E/O ST. LAWRENCE AVE NWC WESTCHESTER AVE & ZEREGA AVE W/S WESTCHESTER AVE, N/O ZEREGA AVE. E/S WESTCHESTER AVE, S/O ZEREGA AVE. W/S WESTCHESTER AVE, N/O HUTCHINSON RIVER PKWY S/S WESTCHESTER AVE, W/O EDISON AVE E/S EDISON AVE, S/O WESTCHESTER AVE W/S CROSBY AVE, S/O WESTCHESTER AVE E/S EDISON AVE, N/O WESTCHESTER AVE N/S WESTCHESTER AVE, E/O EDISON AVE	1 1 1 1 1 1 1 1 1 1	
	Total quantity for CET 225.1B =	10	

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<u>CET 300</u>	SPECIAL CARE EXCAVATION AND BACKFILLING	50	CY
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 300 = 50		
<u>CET 330E-B.1</u>	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .1)	100	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 330E-B.1 = 100		
<u>CET 330E-B.2</u>	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .2)	100	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET330E-B.2 = 100		
<u>CET 330E-B.3</u>	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .3)	100	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 330E-B.3 = 100		
<u>CET 400</u>	TEST PITS FOR UTILITY FACILITIES	150	CY
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 400 = 150		

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<u>CET 401</u>	<b>TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 401 = 300	300	CY
<u>CET 401A</u>	<b>SPECIAL CARE EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO BASE PAVEMENT</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET401A = 50	50	CY
<u>CET 402.1</u>	<b>EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 402.1 = 300	300	LF
<u>CET 402.1A</u>	<b>EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 402.1A = 300	300	LF
<u>CET 402.2</u>	<b>EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 402.2 = 500	500	LF
<u>CET 402.2A</u>	<b>EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 402.2A = 450	450	LF

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<u>CET 403</u>	<b>PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES</b>	200	SF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 403 = 200		
<u>CET 406</u>	<b>EXCAVATION FOR UTILITY STRUCTURE UTILITY FACILITIES</b>	50	CY
	WESTCHESTER AVE & ST. LAWRENCE AVE WESTCHESTER AVE & HUTCHINSON PKWY E At various locations to be determined by Con Ed field rep		
	Total quantity for CET 406 = 50		
<u>CET 405.1</u>	<b>TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET</b>	250	CY
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 405.1 = 250		
<u>CET 450.1</u>	<b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)</b>	42	CRHRS
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET450.1 = 42		
<u>CET 450.2</u>	<b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)</b>	400	CRHRS
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 450.2 = 400		
<u>CET 450.3</u>	<b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)</b>	250	CRHRS
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 450.3 = 250		

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<u>CET 500</u>	<b>REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)</b>	550	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 500 =	550	
<u>CET 600.1</u>	<b>INSTALL CONDUITS IN UNPAVED AREA (1 EA. 2", 4" OR 5" CONDUIT ALL TYPES)</b>	50	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 600.1 =	50	
<u>CET 600.2</u>	<b>INSTALL CONDUITS IN UNPAVED AREA (2 EA. 2", 4" OR 5" CONDUIT ALL TYPES)</b>	150	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 600.1 =	150	
<u>CET 601.1</u>	<b>INSTALL CONDUITS IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT ALL TYPES)</b>	100	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 601.1 =	100	
<u>CET 601.2</u>	<b>INSTALL CONDUITS IN PAVED AREA (2 EA. 4" CONDUIT ALL TYPES)</b>	700	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 601.2 =	700	
<u>CET 601.3</u>	<b>INSTALL CONDUITS IN PAVED AREA (4 EA. 4" CONDUIT ALL TYPES)</b>	500	LF
	At various locations to be determined by Con Ed field rep		
	Total quantity for CET 601.3 =	500	







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<u>CET 638 R</u>	<b>BREAK OUT AND REMOVE UTILITY STRUCTURE</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 638 N = 30	<b>30</b>     <b>CY</b>
<u>CET 700</u>	<b>ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER</b>  At the following locations: WESTCHESTER AVE & ST. LAWRENCE AVE INT WESTCHESTER AVE & EDISON AVE WESTCHESTER AVE & ZEREGA AVE WESTCHESTER AVE & CASTLE HILL AVE WESTCHESTER AVE & MIDDLETOWN RD.  Total quantity for CET 700 = 395	           <b>91</b> <b>70</b> <b>113</b> <b>95</b> <b>26</b>  <b>395</b>     <b>CY</b>
<u>CET 710.1</u>	<b>REMOVABLE OF ABANDONED UTILITY STEEL/ CAST IRON/PLASTIC PIPES (&lt;= 12" DIA)</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 710.1 = 500	           <b>500</b>           <b>500</b>           <b>LF</b>
<u>CET 781</u>	<b>REMOVABLE CURB/SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURES OPENINGS</b>  At various locations to be determined by Con Ed field rep  Total quantity for CET 781 = 1	           <b>1</b>           <b>1</b>           <b>EA</b>
<u>CET 802A</u>	<b>SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK</b>  At the following locations: WESTCHESTER AVE & ST. LAWRENCE AVE INT WESTCHESTER AVE & EDISON AVE WESTCHESTER AVE & ZEREGA AVE WESTCHESTER AVE & CASTLE HILL AVE  Total quantity for CET 802A = 2088	           <b>300</b> <b>180</b> <b>660</b> <b>948</b>  <b>2,088</b>           <b>SF</b>

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CET 802B

SPECIAL CARE EXCAVATION AND RESTORATION  
FOR CURB WORK

67

LF

At the following locations:

WESTCHESTER AVE & ST. LAWRENCE AVE

14

INT WESTCHESTER AVE & EDISON AVE

8

WESTCHESTER AVE & ZEREGA AVE

22

WESTCHESTER AVE & CASTLE HILL AVE

23

Total quantity for CET 802B = 67

## HWSRT200A – Construction of Safe Routes To Transit

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## Schedule U-2: Scope of Work for CET items

CET ITEM	UNITS	TOTAL	DESCRIPTION
100.1	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .1)
100.2	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .2)
100.3	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .3)
100.4	EACH	3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .4)
100.5	EACH	4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .5)
108.1	EACH	7	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)
108.2	EACH	3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)
108.3	EACH	2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)
108.4	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)
109.1	EACH	5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" UP TO & INCLUDING 24" DIAMETER (TYPE .1)
109.2	EACH	2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" UP TO & INCLUDING 24" DIAMETER (TYPE .2)
200	LF	140	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES
225.1B	EACH	5	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES
225.1C	EACH	1	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES
330T1	LF	185	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH
330T2	LF	165	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE ADJACENT TO TRENCH AND CONTRACTOR MODIFIES TRENCH AND OR SHEETING
400	CY	10	TEST PITS FOR UTILITY FACILITIES

401AT	CY	20	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT
401	CY	415	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES
402T.1A	LF	5,265	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
402T.V1A	LF	500	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
402T.2A	LF	97	EXISTING NONCONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT
402T.V2A	LF	25	EXISTING VACANT NONCONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT
636EERD	EA	6	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34"-41" WIDTH)
636EESW	EA	4	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34"-41" WIDTH)
700	CY	176	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE /PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER
781	EA	1	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURAL OPENINGS
802A	SF	50	SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW SIDEWALK
802B	LF	423	SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW CURB
1006V	EA	2	6" VERTICAL OR ROLLED WATER MAIN OFFSET
1012V	EA	2	12" VERTICAL OR ROLLED WATER MAIN OFFSET
1020V	EA	2	20" VERTICAL OR ROLLED WATER MAIN OFFSET

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**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS  
AND/OR TEST PITS (TYPE .1)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	1
<b>CET 100.1</b>	<b>TOTAL 1</b>

**CET 100.2**

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS  
AND/OR TEST PITS (TYPE .2)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	1
<b>CET 100.2</b>	<b>TOTAL 1</b>

**CET 100.3**

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS  
AND/OR TEST PITS (TYPE .3)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
W. SIDE OF WESTCHESTER AVE BTWN H. RIVER PKWY E & LEE ST.	1 1
<b>CET 100.3</b>	<b>TOTAL 1</b>

**CET 100.4**

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS  
AND/OR TEST PITS (TYPE .4)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
W. SIDE OF WESTCHESTER AVE BTWN H. RIVER PKWY E & LEE ST.	1
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	1
N. SIDE OF ZEREGA AVE BTWN TRATMAN AVE & WESTCHESTER AVE	1
<b>CET 100.4</b>	<b>TOTAL 3</b>

**CET 100.5**

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS**

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**AND/OR TEST PITS (TYPE .5)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	2
N. SIDE OF ZEREGA AVE BTWN TRATMAN AVE & WESTCHESTER AVE	2
<b>CET 100.5</b>	<b>TOTAL 4</b>

**CET 108.1**

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
WESTCHESTER AVE S/O ST. LAWRENCE AVE	2
SWC OF INT OF WESTCHESTER AVE & CASTLE HILL AVE	3
NEC OF INT OF WESTCHESTER AVE & H.R. PKWY	2
<b>CET 108.1</b>	<b>TOTAL 7</b>

**CET 108.2**

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
SWC OF INT OF WESTCHESTER AVE & CASTLE HILL AVE	1
NEC OF INT OF WESTCHESTER AVE & H.R. PKWY	2
<b>CET 108.2</b>	<b>TOTAL 3</b>

**CET 108.3**

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	1
NEC OF INT OF WESTCHESTER AVE & H.R. PKWY	1
<b>CET 108.3</b>	<b>TOTAL 2</b>



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**CET 108.4**

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)**

@ THE FOLLOWING LOCATIONS

WESTCHESTER AVE S/O ST. LAWRENCE AVE	QTY(EA)
	1
<b>CET 108.4</b>	<b>TOTAL 1</b>

**CET 109.1**

**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" UP TO AND INCLUDING 24" DIAMETER (TYPE .1)**

@ THE FOLLOWING LOCATIONS

NEC OF INT OF WESTCHESTER & ST. LAWRENCE AVES	QTY(EA)
	1
NEC OF INT OF WESTCHESTER & CASTLE HILL AVES	2
INT OF WESTCHESTER & ZEREGA AVES	2
<b>CET 109.1</b>	<b>TOTAL 5</b>

**CET 109.2**

**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" UP TO AND INCLUDING 24" DIAMETER (TYPE .2)**

@ THE FOLLOWING LOCATIONS

INT OF WESTCHESTER & ZEREGA AVES	QTY(EA)
	2
<b>CET 109.2</b>	<b>TOTAL 2</b>

**CET 200**

**EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES**

@ THE FOLLOWING LOCATIONS

E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	QTY(LF)
	90
N. SIDE OF ZEREGA AVE BTWN TRATMAN AVE & WESTCHESTER AVE	50
<b>CET 200</b>	<b>TOTAL 140</b>

**CET 225.1B**

**INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES**

@ THE FOLLOWING LOCATIONS

QTY(EA)

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W. S. OF WESTCHESTER AVE BTWN EDISON AVE & HOBART AVE	1
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	1
N. SIDE OF ZEREGA AVE BTWN TRATMAN AVE & WESTCHESTER AVE	1
W. SIDE OF WESTCHESTER AVE BTWN H. RIVER PKWY E & LEE ST	1
NEC OF INT OF WESTCHESTER AVE & MIDDLETOWN RD.	1
<b>CET 225.1B</b>	<b>TOTAL 5</b>

**CET 225.1C**

**REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES**

@ THE FOLLOWING LOCATIONS

E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	QTY(EA)
	1
<b>CET 225.1C</b>	<b>TOTAL 1</b>

**CET 330T1**

**SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH**

@ THE FOLLOWING LOCATIONS

INT OF WESTCHESTER & ZEREGA AVES	QTY(LF)
	40
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	90
N. SIDE OF ZEREGA AV BTWN TRATMAN AV & WESTCHESTER AV	55
<b>CET 330T1</b>	<b>TOTAL 185</b>

**CET 330T2**

**SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE ADJACENT TO TRENCH AND CONTRACTOR MODIFIES TRENCH OR SHEETING**

@ THE FOLLOWING LOCATIONS

WESTCHESTER AVE, S/O ST. LAWRENCE AVE	QTY(LF)
	165
<b>CET 330T2</b>	<b>TOTAL 165</b>

**CET 400**

**TEST PITS FOR UTILITY FACILITIES**

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@ THE FOLLOWING LOCATIONS		QTY(CY)
AS DIRECTED AND ENCOUNTERED BY ECS FIELD REPRESENTATIVE		10
<b>CET 400</b>	<b>TOTAL</b>	<b>10</b>

**CET 401AT**

**SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT**

@ THE FOLLOWING LOCATIONS		QTY(CY)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		20
<b>CET 401AT</b>	<b>TOTAL</b>	<b>20</b>

**CET 401**

**TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES**

@ THE FOLLOWING LOCATIONS		QTY(CY)
S. SIDE OF WESTCHESTER AVE BTWN PURDY ST & CASTLE H. AVE		12
N. SIDE OF WESTCHESTER AVE BTWN CASTLE H. AVE & GLEBE AVE		12
W. S. OF WESTCHESTER AVE BTWN EDISON AVE & HOBART AVE		52
W. SIDE OF WESTCHESTER AVE BTWN H. RIVER PKWY E & LEE ST		52
NEC OF INT OF WESTCHESTER AVE & MIDDLETOWN RD.		18
E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE		167
N. SIDE OF ZEREGA AV BTWN TRATMAN AV & WESTCHESTER AV		102
<b>CET 401</b>	<b>TOTAL</b>	<b>415</b>

**CET 402T.1A**

**EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS		QTY(LF)
W. S. OF WESTCHESTER AVE BTWN EDISON AVE & HOBART AVE		420
W. SIDE OF WESTCHESTER AVE BTWN H. RIVER PKWY E & LEE ST		490

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E. SIDE OF WESTCHESTER AVE BTWN PARKER ST & ZEREGA AVE	2430
N. SIDE OF ZEREGA AV BTWN TRATMAN AV & WESTCHESTER AV	1925
<b>CET 402T.1A</b>	<b>TOTAL 5265</b>

**CET 402T.V1A**

**EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION  
CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS	QTY(LF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	500
<b>CET 402T.V1A</b>	<b>TOTAL 500</b>

**CET 402T.2**

**EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS  
PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS	QTY(LF)
S. SIDE OF WESTCHESTER AVE BTWN PURDY ST. & CASTLE H. AVE	25
N. SIDE OF WESTCHESTER AVE BTWN CASTLE H. AVE & GLEBE AVE	12
NEC OF INT OF WESTCHESTER AVE & MIDDLETOWN RD.	60
<b>CET 402T.2</b>	<b>TOTAL 97</b>

**CET 402T.V2A**

**EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION  
CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS	QTY(LF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	25
<b>CET 402T.V2A</b>	<b>TOTAL 25</b>

**CET 636 EE RD**

**ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34"-41" WIDTH)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	6
<b>CET 636 EE RD</b>	<b>TOTAL 6</b>

**CET 636 EE SW**

**ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34"-41" WIDTH)**

**HWSRT200A – Construction of Safe Routes To Transit****Borough of The Bronx  
Schedule U-2: Scope of Work for CET items**

@ THE FOLLOWING LOCATIONS		QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		4
CET 636 EE SW	TOTAL	4

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**CET 700**  
**SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER**

@ THE FOLLOWING LOCATIONS		QTY(CY)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		176
CET 700	TOTAL	176

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**CET 781**  
**REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS**

@ THE FOLLOWING LOCATIONS		QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		1
CET 781	TOTAL	1

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**CET 802A**  
**SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW SIDEWALK**

@ THE FOLLOWING LOCATIONS		QTY(SF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		50
CET 802A	TOTAL	50

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**CET 802B**  
**SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW CURB**

@ THE FOLLOWING LOCATIONS		QTY(LF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		423
CET 802B	TOTAL	423

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**HWSRT200A – Construction of Safe Routes To Transit**

**Borough of The Bronx**

**Schedule U-2: Scope of Work for CET items**

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**CET 1006V**

**6" VERTICAL OR ROLLED WATER MAIN OFFSET**

	@ THE FOLLOWING LOCATIONS	QTY(EA)
	AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	2
<b>CET 1006V</b>		<b>TOTAL 2</b>

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**CET 1012V**

**12" VERTICAL OR ROLLED WATER MAIN OFFSET**

	@ THE FOLLOWING LOCATIONS	QTY(EA)
	AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	2
<b>CET 1012V</b>		<b>TOTAL 2</b>

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**CET 1020V**

**20" VERTICAL OR ROLLED WATER MAIN OFFSET**

	@ THE FOLLOWING LOCATIONS	QTY(EA)
	AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	2
<b>CET 1020V</b>		<b>TOTAL 2</b>

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# CABLEVISION

July 2012

## For Information Only HWSRT200A – Construction of Safe Routes To Transit

### Borough of The Bronx

#### Schedule U-2: Scope of Work for CET items

CET ITEM	UNITS	TOTAL	DESCRIPTION
108.1	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)
109.1	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" UP TO & INCLUDING 24" DIAMETER (TYPE .1)
330C1	LF	10	SUPPORT AND PROTECTION OF CABLE TV UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH
350	LS	1	OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES
401AC	CY	26	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT
401	CY	52	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES
402C.2	LF	460	EXISTING NON CONCRETE ENCASED CABLE TV CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
402C.V2	LF	25	EXISTING VACANT NON CONCRETE ENCASED CABLE TV CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT
802B	LF	25	SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW CURB

# CABLEVISION

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### Borough of The Bronx Schedule U-2: Scope of Work for CET items

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#### CET 108.1

UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING  
12" DIAMETER (TYPE .1)

@ THE FOLLOWING LOCATIONS	QTY(EA)
SWC OF INT OF WESTCHESTER AVE & CASTLE HILL AVE	1
CET 108.1	
<b>TOTAL</b>	<b>1</b>

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#### CET 109.1

UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12"  
UP TO AND INCLUDING 24" DIAMETER (TYPE .1)

@ THE FOLLOWING LOCATIONS	QTY(EA)
INT OF WESTCHESTER & ZEREGA AVES	1
CET 109.1	
<b>TOTAL</b>	<b>1</b>

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#### CET 330C1

SUPPORT AND PROTECTION OF CABLE TV UTILITY FACILITIES  
DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM.  
FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH

@ THE FOLLOWING LOCATIONS	QTY(LF)
INT OF WESTCHESTER & ZEREGA AVES	10
CET 330C1	
<b>TOTAL</b>	<b>10</b>

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#### CET 350

OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD  
FACILITIES, POLES AND APPURTENANCES

@ THE FOLLOWING LOCATIONS	QTY(LS)
AS ENCOUNTERED & DIRECTED BY THE CABLEVISION FIELD REP	1
CET 350	
<b>TOTAL</b>	<b>1</b>

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#### CET 401AC

SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF  
CABLE TV UTILITY FACILITIES CONNECTED TO OR  
NEAR THE BASE PAVEMENT

@ THE FOLLOWING LOCATIONS	QTY(CY)
S. SIDE OF WESTCHESTER AVE BTWN PURDY ST & CASTLE H. AVE	26
CET 401AC	
<b>TOTAL</b>	<b>26</b>

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# CABLEVISION

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### Borough of The Bronx

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#### CET 401

#### TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS

	QTY(CY)
S. SIDE OF WESTCHESTER AVE BTWN PURDY ST & CASTLE H. AVE	52
<b>CET 401</b>	
<b>TOTAL</b>	<b>52</b>

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#### CET 402C.2

#### EXISTING NON-CONCRETE ENCASED CABLE TV CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT

@ THE FOLLOWING LOCATIONS

	QTY(LF)
S. SIDE OF WESTCHESTER AVE BTWN PURDY ST. & CASTLE H. AVE	460
<b>CET 402C.2</b>	
<b>TOTAL</b>	<b>460</b>

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#### CET 402C.V2A

#### EXISTING VACANT NON-CONCRETE ENCASED CABLE TV CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT

@ THE FOLLOWING LOCATIONS

	QTY(LF)
AS ENCOUNTERED & DIRECTED BY THE CABLEVISION FIELD REP	25
<b>CET 402C.V2A</b>	
<b>TOTAL</b>	<b>25</b>

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#### CET 802B

#### SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW CURB

@ THE FOLLOWING LOCATIONS

	QTY(LF)
AS SHOWN ON THE CABLEVISION SPECIAL CARE EXCAVATION PLAN	25
<b>CET 802B</b>	
<b>TOTAL</b>	<b>25</b>

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## **SECTION U-3**

(NO TEXT IN THIS SECTION)

**END OF ADDENDUM No.5**

**This Addendum consists of Forty Three (43) pages  
And Twenty-Nine (29) sheets of Contract Drawings**

(NO TEXT ON THIS PAGE)





NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

PROJECT ID: HWSRT200A

SAFE ROUTES TO TRANSIT, PHASE I  
IN THE VICINITY OF THE FOLLOWING LOCATIONS:

WESTCHESTER AVENUE AT ST LAWRENCE AVENUE  
WESTCHESTER AVENUE AT CASTLE HILL AVENUE  
WESTCHESTER AVENUE AT ZEREGA AVENEUE  
WESTCHESTER AVENUE AT MIDDLETOWN ROAD

INCLUDING CURB AND SIDEWALK EXTENSION, PAVEMENT  
MARKINGS, SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF THE BRONX  
CITY OF NEW YORK

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*Contractor.*

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

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