



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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWM215

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST**

INCLUDING STREET LIGHTING WORK

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM

DECEMBER 18, 2012

NYSDOT PIN X550.56
Fed. Aid Project No. _____

Bid Opening 11:00 A.M. on
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



2-156





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA
Commissioner

CAROL DIAGOSTINO
Agency Chief
Contracting Officer

June 14, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUEST

Acme Skillman Concrete Co. Inc.
56-69 58TH STREET
Maspeth, NY 11378

RE: FMS ID: HWM215
E-PIN: 85013B0047001
DDC PIN: 8502012HW0053C
Reconstruction of West 215th Step Street
between Broadway and Park Terrace East -
Borough of Manhattan
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,492,759.00 submitted at the bid opening on March 06, 2013. Within three (3) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.





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 (3) 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 *(REVISED)

Description	RECONSTRUCTION OF WEST 215TH STEP STREET BETWEEN BROADWAY AND PARK TERRACE EAST - BOROUGH OF MANHATTAN		
Bid Date	3/6/2013	FMS ID	HWM215
Estimated Cost	\$4,352,177	DEP Supervised	No
Bid Security	2% of Total Bid Price	PLA	No
Time Allowed	*450 CCD	Contract Manager	Nejla Hubbard
Addendum	6	Project Manager	Dave, Gaurang
PIN	8502012HW0053C	E-PIN	85013B0047
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	AECOM

Bid Rank	Vendor	Bid Amount	Security Type
1	ACME SKILLMAN CONCRETE CO. INC.	\$2,492,759.00	Bond
2	TROCOM CONSTRUCTION CORP	\$2,942,955.08	Bond
3	PERFETTO CONTRACTING CO. INC.	\$3,158,168.00	Bond
4	JR CRUZ CORP.	\$3,648,759.00	Bond
5	CHELMSFORD CONTRACTING CORP.	\$4,057,643.20	Bond
6	GAZEBO CONTRACTING INC	\$4,525,323.00	Bond
7	AAH CONSTRUCTION CORP	\$5,290,079.00	Bond
8	PETRACCA & SONS, INC.	\$5,492,710.00	Bond

Recorder: Tia Clarke - ext. 2108

Approver: 

**Bid Tab
Pin: 8502012HW0053C**

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#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: HWM215

RECONSTRUCTION OF
WEST 215TH STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Name of Bidder: ACME SKILLMAN CONCRETE

Date of Bid Opening: 3/6/13

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

Place of Business of Bidder: 56-22 58TH STREET MASPEYH N.Y. 11378

Bidder's Telephone Number: (718) 326-8002 Fax Number: (718) 326-0557

Bidder's E-Mail Address: ACME@ACME SKILLMAN.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: FERNANDO MICHELLEA
163-45 20TH AVENUE WHITESTONE N.Y. 11357

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: CLAUDIA HUBBARO
1616 HEWLETT HEATH ROAD HEWLETT N.Y. 11557

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. HWM215

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)

\$ 2,492,759.00

ACL
3/6/13

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: ACME SKILLMAN CONCRETE CO. INC.

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

[Signature]
Attest: Secretary of Corporate Bidder
(Corporate Seal)

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.

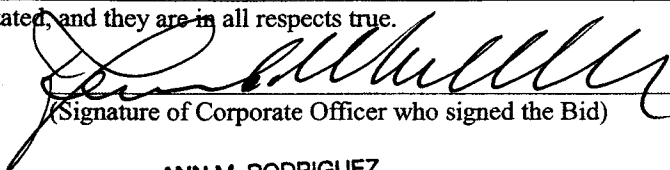
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this _____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF QUEENS ss: FERNANDO MINCHELLA 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 163-45 201ST AVENUE WHITESTONE NY 11357.
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 MARCH 2013

Ann M Rodriguez
Notary Public

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 11/3/2014

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: ACME SKILLMAN CONCRETE CO INC.
Address: 56-22 58TH STREET
City MASSENA State NY Zip Code 11378

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
11-3140654

By: [Signature]
Signature

Title: PRESIDENT

If a corporation, place seal here

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

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

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BID SCHEDULE

NOTICE TO BIDDERS

Item No. 028013 listed in this Bid Schedule shall comply with the requirements of Section 028013 for Asbestos Abatement in Addendum No. 1, herein Volume 3 of 3.

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

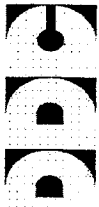
Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 51.21S0A1000V) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 3 herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with "NYC-" (e.g. NYC-670.10000182) are modified Street Lighting Items and shall comply with the corresponding numerical Sections incorporated in Addendum No.1, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "PK-" (e.g. PK-35) shall comply with the requirements of the corresponding numerical Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.01.07) 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 New York City Department of Transportation (NYCDOT) Standard Highway Specifications.

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Contract PIN 8502012HWW0053C
Project ID HWM215

12/26/2012

8:30AM

Ver 5.000.01

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 - 25



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BID PAGES

Contract PIN 8502012HW0053C
Project ID HWM215

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

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
028013 (001)	1.0 F.S.	ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 15,000.00	\$ 15,000.00		\$ 15,000.00	
4.02 AG (002)	40.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 50.00		\$ 2,000.00	
4.04 H (003)	10.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 350.00		\$ 3,500.00	
4.06 (004)	120.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ 900.00		\$ 108,000.00	

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BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0053C
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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
4.06 PP (005)	65.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40; PARAPETS & PILASTERS	925 60			
			<u>925 60</u>			
			<u>925 60</u>			
4.06 SL (006)	325.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40; STAIRS AND LANDINGS	1,000 00		325,000 00	
			<u>1,000 00</u>			
			<u>1,000 00</u>			
4.09 AE (007)	75.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	90 00		6,750 00	
			<u>90 00</u>			
			<u>90 00</u>			
4.11 AA (008)	155.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	300 00		46,500 00	
			<u>300 00</u>			
			<u>300 00</u>			



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BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
4.11 CA (009)	140.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 30 00		\$ 4,200 00	
4.11 CC (010)	280.0 C.Y.	SELECT GRANULAR FILL, PLACE MEASUREMENT	\$ 35 00		\$ 9,800 00	
4.13 AAS (011)	1,250.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 12 00		\$ 15,000 00	
4.14 (012)	46,600.0 LBS.	STEEL REINFORCEMENT BARS	\$ 2 00		\$ 93,200 00	

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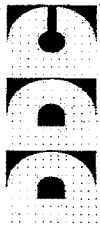
BID PAGES



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			DOLLARS	CTS	
4.16 AA (013)	4.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ 1,000 00		\$ 4,000 00
4.16 AB (014)	3.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	\$ 1,500 00		\$ 4,500 00
4.16 BA† (015)	4.0 EACH	TREES TRANSPLANTED, 2" TO 3" CALIPER, ALL TYPES	\$ 1,000 00		\$ 4,000 00
4.16 QP (016)	6.0 EACH	TREES PLANTED, QUERCUS PHELLOS 3-1/2" - 4" CAL	\$ 2,000 00		\$ 12,000 00



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BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
4.21 (017)	80.0 P/HR	TREE CONSULTANT	\$ 75.00		\$ 6,000.00	
5.37 (018)	1.0 L.S.	CONSTRUCTION REPORT	\$ 12,000.00		\$ 12,000.00	
51.21S0A1000V (019)	4.0 EACH	STANDARD MANHOLE TYPE A-1	\$ 10,000.00		\$ 40,000.00	
6.01 AA (020)	1.0 L.S.	CLEARING AND GRUBBING	\$ 2,500.00		\$ 2,500.00	

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BID PAGES



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			DOLLARS	CTS	
6.02 AAN (021)	820.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 65.00		\$ 53,300.00
6.06 AB (022)	165.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	\$ 200.00		\$ 33,000.00
6.22 F (023)	400.0 LBS.	ADDITIONAL HARDWARE	\$ 5.00		\$ 2,000.00
6.25 RS (024)	200.0 S.F.	TEMPORARY SIGNS	\$ 10.00		\$ 2,000.00



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BID PAGES

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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
6.27 (025)	1.0 L.S.	DEMOLITION OF STRUCTURES	\$ 95,000.00		\$ 95,000.00	
6.28 BA (026)	80.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$ 40.00		\$ 3,200.00	
6.31 PBC (027)	365.0 L.F.	PRECAST CONCRETE BIKE CHANNEL	\$ 135.00		\$ 49,275.00	
6.31 PBN (028)	26.0 L.F.	PRECAST CONCRETE BENCH WITH WALL PANEL	\$ 1,300.00		\$ 33,800.00	

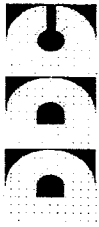


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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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			DOLLARS	CTS	DOLLARS	CTS
6.31 PCC (029)	12.0 C.Y.	PRECAST CONCRETE COPING	\$ 7,200.00		\$ 86,400.00	
6.34 ADT (030)	1,340.0 L.F.	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	\$ 30.00		\$ 40,200.00	
6.40 B (031)	21.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ 3,000.00		\$ 63,000.00	
6.41 (032)	1.0 L.S.	LINE AND GRADE SURVEYS	\$ 10,000.00		\$ 10,000.00	



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

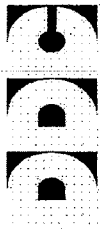
Contract PIN 8502012HW0053C
Project ID HWM215

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
6.43 (033)	750.0 SETS	PHOTOGRAPHS	\$ 15.00		\$ 11,250.00	
6.52 (034)	300.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	\$ 110.00		\$ 33,000.00	
6.55 (035)	220.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 5.00		\$ 1,100.00	
6.67 (036)	60.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ 40.00		\$ 2,400.00	

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			DOLLARS	CTS	DOLLARS	CTS
6.79 BC (037)	220.0 L.F.	4" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	\$ 125	00	\$ 27,500	00
6.79 BD (038)	105.0 L.F.	6" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	\$ 200	00	\$ 21,000	00
6.86 CBL (039)	2.0 EACH	CUSTOM CAST BRONZE LETTERING QUOTE PANELS GROUND MOUNTED	\$ 4,000	00	\$ 8,000	00
6.86 CBP (040)	20.0 EACH	CUSTOM CAST BRONZE ACTIVE DESIGN TAG PANELS WALL MOUNTED	\$ 1,000	00	\$ 20,000	00



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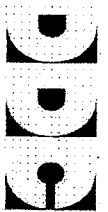
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
6.86 CIP (041)	6.0 EACH	CUSTOM CAST INSET PANEL WITH CONCRETE LETTERING WALL MOUNTED	\$ 2,000	00	\$ 12,000	00
6.87 (042)	50.0 EACH	PLASTIC BARRELS	\$	20 00	\$ 1,000	00
6.91 (043)	75.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$	10 00	\$ 750	00
7.13 B (044)	15.0 MONTH	MAINTENANCE OF SITE	\$	8,500 00	\$ 127,500	00

Unit price bid shall not be less than: \$ 8,500.00

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			DOLLARS	CTS	DOLLARS	CTS
7.16 D (045)	500.0 C.Y.	TEST PITS	160	00	\$ 59,000	00
7.19 (046)	16.0 L.F.	LOAD TRANSFER JOINT	30	00	\$ 480	00
7.22 (047)	190.0 S.Y.	SLOPE PROTECTION	5	00	\$ 950	00
7.36 (048)	300.0 L.F.	PEDESTRIAN STEEL BARRICADES	10	00	\$ 3,000	00

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5	
			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
7.54 ABD (049)	4.0 EACH	CAST IRON BEEHIVE DRAIN FRAME AND GRATE	4,500	00	6,000	00
7.54 AFD (050)	7.0 EACH	CAST IRON FLOOR DRAIN FRAME AND GRATE	2,000	00	14,000	00
7.54 ATD (051)	4.0 L.F.	CAST IRON TRENCH DRAIN FRAME AND GRATE	800	00	3,200	00
7.55 GP (052)	400.0 L.F.	NEW STEEL GUARDRAIL ON PARAPET	100	00	40,000	00

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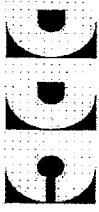


NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0053C
Project ID HMM215

ITEM NUMBER (SEQUENCE NO.)	COL. 1 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 2 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
7.55 HF (053)	50.0 L.F.	NEW STEEL HANDRAIL FLOOR MOUNTED	\$ 150	00	\$ 7,500	00
7.55 HP (054)	320.0 L.F.	NEW STEEL HANDRAIL ON PARAPET	\$ 85	00	\$ 27,200	00
7.57 DGRA (055)	1,350.0 L.F.	DRILL AND GROUT REINFORCEMENT BARS	\$ 5	00	\$ 6,750	00
7.88 AA (056)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	Unit price bid shall not be less than: \$ 15,000.00		\$ 15,000	00

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			DOLLARS	CTS	DOLLARS	CTS
7.88 AB (057)	35.0 EACH	RODENT BAIT STATIONS	\$ 100	00	\$ 3,500	00
		Unit price bid shall not be less than: \$ 70.00				
7.88 AC (058)	30.0 EACH	BAITING OF RODENT BAIT STATIONS	\$ 100	00	\$ 3,000	00
		Unit price bid shall not be less than: \$ 50.00				
7.88 AD (059)	1.0 BLOCK	WATERBUG BAIT APPLICATIONS	\$ 200	00	\$ 200	00
		Unit price bid shall not be less than: \$ 100.00				
7.96 A (060)	2,050.0 S.F.	ANTI-GRAFFITI COATING	\$ 5	00	\$ 10,250	00

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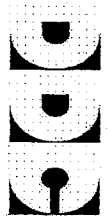


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			DOLLARS	CTS	DOLLARS	CTS
8.22 D (061)	1,800.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$ 5	00	\$ 9,000	00
8.53 WFR (062)	1.0 F.S.	RETAINING WALL FLAG REPAIRS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 70,000.00	\$ 70,000	00	\$ 70,000	00
8.66 (063)	2,500.0 S.F.	TEMPORARY SHEETING	\$ 15	00	\$ 37,500	00
9.10 WSS (064)	1,900.0 S.F.	TEMPORARY WALL SUPPORT SYSTEM	\$ 35	00	\$ 66,500	00

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			DOLLARS	CTS	DOLLARS	CTS
9.71 WAD (065)	150.0 DAY	SURVEY MONITORING AND VISUAL INSPECTION OF EXISTING BUILDINGS	\$ 27,200	00	\$ 270,000	00
9.71 WBB (066)	1.0 I.S.	VIBRATION MONITORING OF EXISTING BUILDINGS	\$ 30,000	00	\$ 30,000	00
NYC-670.10000182 (067)	2.0 EACH	REMOVE, REFLURBUSH & REINSTALL EXISTING LIGHTPOLES	\$ 16,000	00	\$ 32,000	00
NYC-670.10000282 (068)	10.0 EACH	REMOVE AND SALVAGE EXISTING LIGHTPOLES FOR NYC PARKS	\$ 650	00	\$ 6,500	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
PK-35 (069)	30.0 S.Y.	SHREDDED BARK MULCH	\$ 50	00	\$ 900.00	
PK-37 (070)	64.0 C.Y.	TOPSOIL FOR NEW PLANTING PITS AND BEDS	\$ 80	00	\$ 5,120.00	
PK-473 (071)	2.0 EACH	DECOMPACT EXISTING TREE	\$ 600	00	\$ 1,200.00	
SL-21.01.07A (072)	12.0 EACH	FURNISH AND INSTALL MODIFIED TYPE "B" LAMPPOST WITH INTERNAL FLANGE	\$ 4,000	00	\$ 48,000.00	

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			UNIT PRICES (IN FIGURES)	DOLLARS	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS
SI-22.09.04 (073)	1.0 EACH	REMOVE FLOODLIGHT AND CONTROL, IF ANY	\$ 500.00		\$ 500.00	
SI-22.15.04 (074)	15.0 EACH	FURNISH AND INSTALL 75 WATT LED "RIVERSIDE PARK" TYPE LUMINAIRE	\$ 1,200.00		\$ 18,000.00	
SI-24.02.08 (075)	1.0 EACH	FURNISH AND INSTALL TROUGH FOR TWO FLOODLIGHTS OR TWO PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5170	\$ 700.00		\$ 700.00	
SI-25.01.06 (076)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM BRACKET ON METAL LAMPPOST	\$ 550.00		\$ 550.00	

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
SL-26.01.01 (0777)	2.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	20	00	40	00
SL-26.02.02 (078)	2.0 EACH	FURNISH AND INSTALL RECEPTACLE FOR PLUG-IN PHOTOELECTRIC CONTROL	20	00	40	00
SL-33.01.01 (079)	520.0 L.F.	FURNISH AND INSTALL NO. 12 AWG XLP COPPER WIRE OR EQUAL IN CONDUIT	2	50	1,300	00
SL-33.01.02 (080)	1,150.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	3	00	3,450	00

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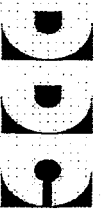
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			DOLLARS	CTS	DOLLARS	CTS
SL-33.03.01 (081)	445.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	2	20	\$ 979	00
SL-35.01.04 (082)	10.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	30	00	\$ 300	00
SL-35.03.04 (083)	435.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	35	00	\$ 15,225	00
SL-37.05.04 (084)	7.0 EACH	FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	2,500	00	\$ 17,500	00

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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (085)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 95,875	00
SUB-TOTAL:					\$ 2,396,884	00
TOTAL BID PRICE:					\$ 2,492,759	00

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, _____
ACME SKILLMAN CONCRETE CO., INC.
56-22 58TH STREET, MASPETH, NY 11378

hereinafter referred to as the "Principal", and _____
AMERICAN FIRE AND CASUALTY COMPANY
425 EAGLE ROCK AVENUE, SUITE 103
ROSELAND, NJ 07068

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

TEN PERCENT OF AMOUNT BID

(\$ 10% OF BID AMOUNT), 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 PROJECT ID: HWM215

RECONSTRUCTION OF WEST 215TH STEP STREET BETWEEN BROADWAY AND PARK TERRACE
EAST, BOROUGH OF MANHATTAN, CITY OF NEW YORK

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 25TH day of FEBRUARY, 2013.

(Seal)

ACME SKILLMAN CONCRETE CO., INC. (L.S.)

Principal

By: 

(Seal)

AMERICAN FIRE AND CASUALTY COMPANY

Surety

By: 

GLENN G. GLUBIAK, ATTORNEY - IN - FACT



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of QUEENS ss:
On this 4 day of MARCH, 2013, before me personally came FERNANDO MINCHELLA to me known, who, being by me duly sworn, did depose and say that he resides at 163-45 20TH AVENUE WHITE STONE NY 11357 that he is the PRESIDENT of ACME SULLIVAN CONCRETE CO 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.

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

Ann M Rodriguez
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



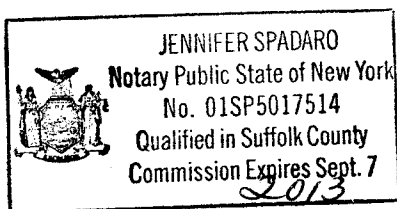
ACKNOWLEDGEMENT OF SURETY

State of NEW YORK)

:SS:

County of SUFFOLK)

On the 25th day of ^{FEBRUARY}, 2013, before me personally came GLENN G. GLUBIAK to me known, who, being by me duly sworn, did depose and say the (s)he resides at COMMACK, NEW YORK that (s)he is the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.



Jennifer Spadaro
Notary Public



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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. 5927959

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American 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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown, state of NY 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 31st day of December, 2012.



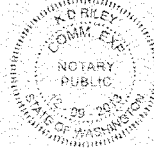
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 31st day of December, 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, 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, and West American 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.

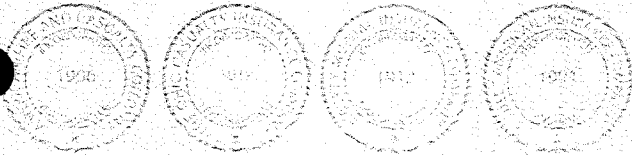
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 attorneys-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, whenever 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, and West American 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 25th day of February, 2013.



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 individual 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.

100-100000-100000



100-100000-100000



AMERICAN FIRE AND CASUALTY COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits	\$ 4,393,879	Unearned Premium	\$ 30,234,732
*Bonds — U.S Government	45,302,641	Reserve for Claims and Claims Expense	66,045,659
*Other Bonds	75,307,212	Funds Held Under Reinsurance Treaties	0
*Stocks	0	Reserve for Dividends to Policyholders	8,279
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	20,524,703	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	1,108,780	Other Liabilities	<u>32,276,674</u>
Other Admitted Assets	<u>26,800,887</u>	Total	128,565,344
		Special Surplus Funds	\$ 611,090
		Capital Stock	3,500,001
		Paid in Surplus	13,648,270
		Unassigned Surplus	27,113,397
Total Admitted Assets.....	<u>\$173,438,102</u>	Surplus to Policyholders	<u>44,872,758</u>
		Total Liabilities and Surplus.....	<u>\$173,438,102</u>

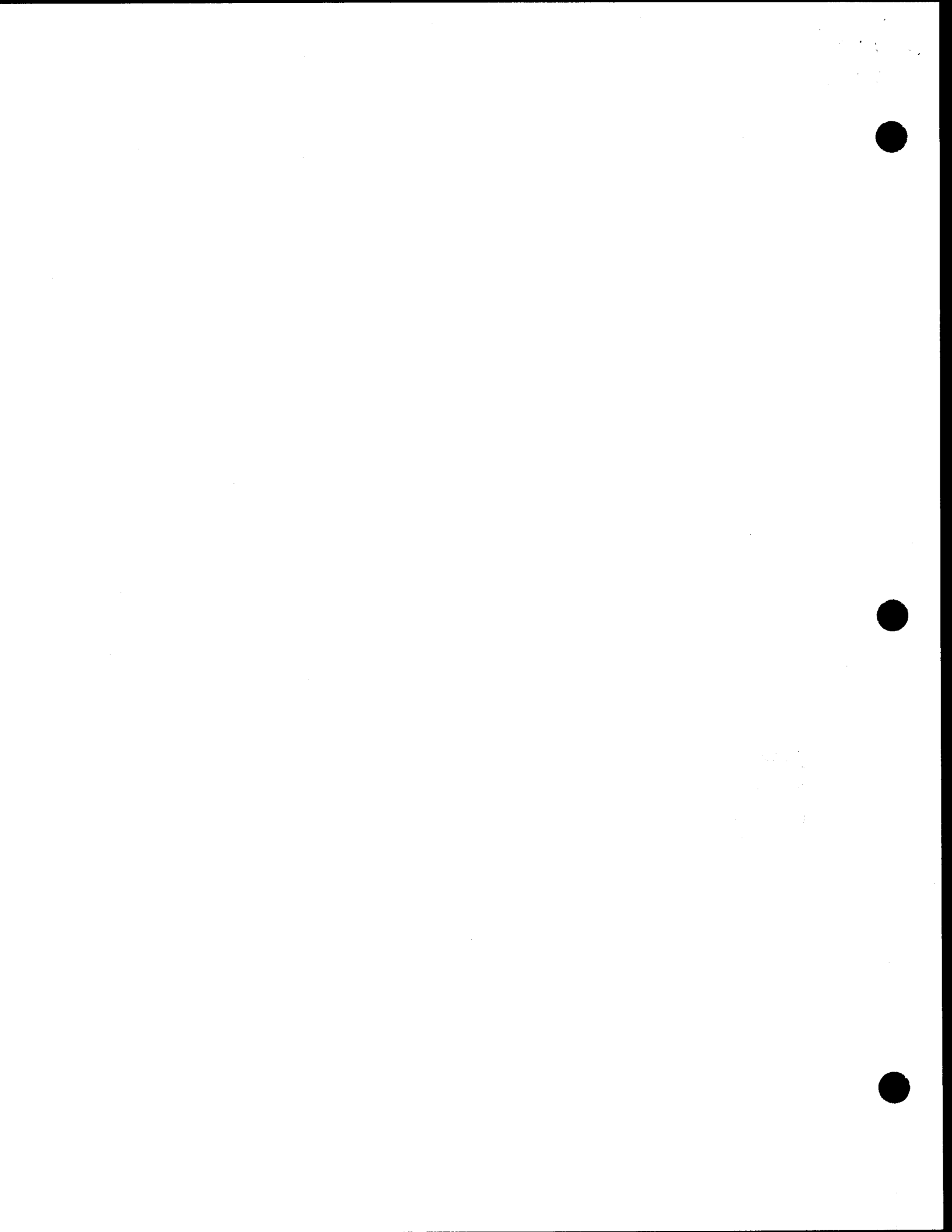


* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from American Fire and Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty 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, 2011, 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 5th day of April, 2012.

Assistant Secretary



#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: ACME SKILLMAN CONCRETE CO., INC

Name of Project: THE EMERGENCY RECONSTRUCTION OF ROCKAWAY BOARDWALK (P112-2120)

Location of Project: ROCKAWAY BEACH, NY

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

Name: THE NYC PARKS DEPARTMENT (MARTIN CRISTIE)

Title: STATEN ISLAND Dir. OF CONST. Phone Number: (718) 760-6752

Brief description of the Project completed or the Project in progress: RECONSTRUCTION OF EXISTING ROCKAWAY BOARDWALK DUE TO DAMAGES CAUSED BY HURRICANE IRIS.

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 3,883,666.00

Start Date and Completion Date: 5/2012 - 11/2012

Name of Contractor: ACME SKILLMAN CONCRETE CO., INC.

Name of Project: WEST ROADWAY DRAINAGE REHABILITATION AT POLETTI PLANT

Location of Project: ASTORIA, NY

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

Name: THE NYS POWER AUTHORITY (SAN AHMEDO)

Title: SENY RESIDENT GENY. MGR Phone Number: (917) 480-1470

Brief description of the Project completed or the Project in progress: DRAINAGE IMPROVEMENTS @ POLETTI POWER PLANT

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 393,948.13

Start Date and Completion Date: 9/2012 - 2/2013

(NO TEXT ON THIS PAGE)

#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.

Tax ID #: 11-3140654

PIN#: 8502012HW0053C



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 # 8502012HW0053C FMS Project ID#: HWM215

Project Title Reconstruction of West 215th Step Street

Contracting Agency Department of Design and Construction

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

Contact Person James A. Cerasoli Title Deputy Director

Telephone # (718) 391-1549 Email cerasoli@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST**

INCLUDING STREET LIGHTING WORK

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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	%
Total Participation Goals	(2)	0	(3)	0

*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 # 11-3140654 FMS Vendor ID # _____
 Business Name ACME SKILLMAN CONCRETE Contact Person FERNANDO MINCHELLA
 Address 56-22 58TH STREET MASPEH N.Y. 11378
 Telephone # (718) 326-2002 Email ACME@ACME SKILLMAN.COM

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? 10 %

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
	\$ <u>250,000.00</u>	\$ <u>2,492,759.00</u>	<u>10 %</u>
<ul style="list-style-type: none"> • Subcontracts under \$1M (construction/professional services): 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. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: 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. This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1). 			
<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	\$ <u>250,000.00</u>	
		↓	↓
b.	<ul style="list-style-type: none"> 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	\$ <u>250,000.00</u>	\$ <u>0.00</u>
	<ul style="list-style-type: none"> For Construction enter percentage from line (2) from Page 6. For Professional Services enter percentage from line (3) from Page 6. 		
c.	<ul style="list-style-type: none"> Total Participation Goals Percentages must be copied from Part I, lines (2) and (3). 	x <u>0</u> %	x <u>0</u> %
	Total Participation Goals		
d.	Value of Total Participation Goals	\$ <u>0.00</u>	\$ <u>0.00</u>

Step 3:

	<i>Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor</i>
✓ Subcontracts in Amounts Under \$1 M Scope of Work – Construction	<p><i>Roofing - 75,000.00</i></p> <p><i>Electrical - 150,000.00</i></p> <p><i>Landscape - 25,000.00</i></p>
	<i>Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor</i>
✓ Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services	<i>None</i>

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: *Fernando Minchella* Date: 3/6/13
 Print Name: FERNANDO MINCHELLA Title: PRESIDENT

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: _____

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#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: HWM215

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

Name of Bidder: ACME SKILLMAN CONCRETE CO. INC.

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

YES NO

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

YES NO

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

YES NO

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

Bidder: ACME SKILLMAN CONCRETE CO. INC.

By: / Title: PRESIDENT
(Signature of Partner or Corporate Officer)

Date: 3/6/13

#1

Project ID. HWM215

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: ACME SKILLMAN CONCRETE CO. INC.

DDC Project Number: HWM215

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"/>	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	<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"/>	_____
Specialty Trade Contracting	_____	_____
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.

.82

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>.82</u>	<u>N/A</u>
<u>2011</u>	<u>.79</u>	<u>N/A</u>
<u>2010</u>	<u>.83</u>	<u>N/A</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.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2012</u>	<u>27 758</u>	<u>0</u>
<u>2011</u>	<u>19909 1/2</u>	<u>0</u>
<u>2010</u>	<u>29200</u>	<u>0</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)

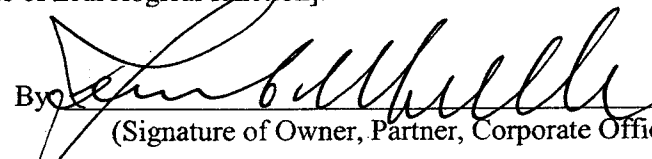
✓ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): 5EQ 00

0 Accident on previous DDC Project(s).

0 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: 3/6/13

By: 
 (Signature of Owner, Partner, Corporate Officer)

Title: PRESIDENT

(NO TEXT ON THIS PAGE)

#1

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, CLAUDIA HUBBARD, 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: ACME SKILLMAN CONCRETE CO INC.

Vendor's Address: 56-22 58th STREET MASOEH N.Y. 11378

Vendor's EIN or TIN: 11-3140654 Requesting Agency: DDC

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: 3/9/11

Signature date on change submission for the submitting vendor: 12/19/11

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 FERNANDO MINCHELLA	3/9/11	12/19/11
2 CLAUDIA HUBBARO	3/9/11	12/19/11
3 GIUSEPPINA CAVALIENE		12/19/11
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:

CLAUDIA HUBBARO

Name (Print)

TREASURER

Title

ACE SPILLMAN CONCRETE CO INC.

Name of Submitting Entity

Signature

3/6/13
Date

Notarized By:

Art M Rodriguez

Notary Public

QUEENS

County License Issued

01R04834919

License Number

Sworn to before me on:

3/6/13
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
- (3) 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]

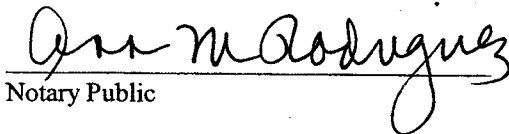
BIDDER'S CERTIFICATION

- 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: MARCH, New York
6, 2013


SIGNATURE
FERNANDO MINCHELLA
PRINTED NAME
PRESIDENT
TITLE

Sworn to before me this
6 day of MAR, 2013


Notary Public

Dated:

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 4/7/2014

#1

**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)



Division of Labor Services

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. Would your company like information on how to certify with the City of New York as a:
- _____ Minority Owned Business Enterprise _____ Locally based Business Enterprise
- _____ Women Owned Business Enterprise _____ Emerging Business Enterprise
- _____ Disadvantaged
3. Please indicate if you would like assistance from SBS in identify 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. 11-3140654
Employer Identification Number or Federal Tax I.D.
6. ACME SKILLMAN CONCRETE CO INC.
Company Name
7. 56-22 58TH STREET MASPEH N.Y. 11378
Street Address City State Zip Code
8. FERNANDO MINCHELLA (718) 326-2002 (718) 326-0557
(Chief Operating Officer) First Name Last Name Telephone Number Fax Number
9. ANA RODRIGUEZ
Designated Equal Opportunity Compliance Officer (if same as Item #8, write "Same") Telephone Number
10. SAME
Name of Prime Contractor and Contact Person (if same as item #6, write "Same")
11. Number of employees in your company: 17
12. Contract information:
- (a) DDC Contracting Agency (City Agency)
- (b) \$2,492,759.00 Contract Amount
- (c) _____ Procurement Identification Number (PIN)
- (d) _____ Contract Registration Number (CT#)
- (e) _____ Project Commence Date
- (f) _____ Projected Completion Date

FOR OFFICIAL USE ONLY File No _____

(g) Description and location of proposed contract:

RECONSTRUCTION OF WEST 215TH STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

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 the 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 the 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: First Name _____ Last Name _____

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 24 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.

FOR OFFICIAL USE ONLY: File No. _____

Revised 11/09

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

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

ACME SKILLMAN CONCRETE CO INC.
56-22 58TH STREET APT: ANN RODRIGUEZ
MASPEQUH N.Y. 11378

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:

FOR OFFICIAL USE ONLY: File No. _____

- (a) Prior to the 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 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 qualification? 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).

FOR OFFICIAL USE ONLY: File No. _____

Revised 11/04



**Division of
Labor Services**

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

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

NOTE: All proposed subcontractors with a subcontract in excess of \$1,000,000 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 A: Asian B: Black N: Native American H: Hispanic F: Female

FOR OFFICIAL USE ONLY - FIG. 60

FORM B: PROJECTED WORKFORCE
TRADE CLASSIFICATION CODES

(J) Journey level Workers
(H) Helper
(TOT) Total by Column

(A) Apprentice
(TRN) Trainee

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

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.	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.
Total (Col. #1-10):	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	H																			
Total Female (Col. #6 - 10):	A																			
	TRN																			
	TOT																			

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



Division of Labor Services

FORM B: PROJECTED WORKFORCE TRADE CLASSIFICATION CODES

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.

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

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

Table with 10 columns for demographic groups: (1) White Non-Hisp., (2) Black Non-Hisp., (3) White Non-Hisp., (4) Black Non-Hisp., (5) Asian, (6) Native Amer., (7) White Non-Hisp., (8) Black Non-Hisp., (9) Asian, (10) Native Amer.

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

FOR OFFICIAL USE ONLY FILE NO.

**FORM C: CURRENT WORKFORCE
TRADE CLASSIFICATION CODES**

(J) Journey level 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:	Males						Females			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
Total (Col. #1-10):										
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)										
Total Female (Col. #6 - 10):										
TOT										

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



**Division of
Labor Services**

**FORM C: CURRENT WORKFORCE
TRADE CLASSIFICATION CODES**

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.

(J) Journey level Workers
(H) Helper
(TOT) Total by Column

Trade:	Males						Females									
	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Asian Hisp.		(4) Native Amer.		(5) White Non Hisp.		(6) Black Non Hisp.		(7) Asian Hisp.		(8) Native Amer.	
	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column	(A) Apprentices (TRN) Trainee	(H) Helper (TOT) Total by Column
Total (Col. #1-10):	J															
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	H															
Total Female (Col. #6 - 10):	A															
	TRN															
	TOT															

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

FOR OFFICIAL USE ONLY - FIG No.



Division of Labor Services

Date _____

File Number _____

LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

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

M/WBE Yes ___ No ___ MBE Yes ___ No ___
WBE Yes ___ No ___ LBE Yes ___ No ___

If you are certified as an M/WBE, MBE, WBE, or LBE, 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

Contracting Agency

Description and location of proposed subcontract:

Borough Project Number Pin Number Contract Amount

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.

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

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SIGNATURE PAGE

I, (print name of authorized official signing) FERNANDO MINCHELLA 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 requirement for the contractors and subcontractors working on this construction project. 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.

ACME SKILLMAN CONCRETE CO INC.

Contractor's Name

ANN RODRIGUEZ OFFICE MANAGER

Name of person who prepared this Employment Report Title

FERNANDO MINCHELLA PRESIDENT

Name of official authorized to sign on behalf of the contractor Title

(718) 326-2002

Telephone Number

/ 3/6/13

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.

Please attach your M/WBE Compliance Report.

Only original signatures accepted.

Sworn to before me this 6 day of MARCH 20 13

[Signature]
Authorized Signature
Ann M Rodriguez
Notary Public

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified In Queens County
Commission Expires 4/17/2014

FOR OFFICIAL USE ONLY: File No. _____
Revised: 1/09



Division of Labor Services

WHO MUST FILE AN EMPLOYMENT REPORT

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

CONTRACTOR	CONTRACT VALUE	Submission Requirement
Prime Contractor	\$1,000,000 or greater (<i>city, state</i>)	Construction Employment Report
	\$10,000 or greater (<i>federally and/or federally assisted</i>)	
Subcontractor	\$750,000 or greater	Construction Employment Report
	Less than \$750,000	Less than \$750,000 Certificate
	\$10,000 or greater (<i>federally and/or federally assisted</i>)	Construction Employment Report

WHERE TO FILE

ERs must be filed directly with the Division of Labor Services (DLS).

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.**
- 1a. If the City is allocating funds to this project, you must provide the name of the contracting agency.
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

FOR OFFICIAL USE ONLY: File No. _____

Revised 11/09

The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months 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 DLS Approval.

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities.
- 3a. Please provide a copy of your project labor agreement which is negotiated through an employer trade association.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Company/Contract 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

- Question 5: Please provide the Employer Identification Number or Federal Tax I.D.
- Questions 6 – 9: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.
- Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 11: Please indicate how many employees are in your company.
- Question 12 (a-f): Please provide all relevant information requested in 12 (a) to (f).
- Question 12(g): 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 their contractor.
- Questions 13 – 15: 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 16: 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;

FOR OFFICIAL USE ONLY, File No. _____
Revised 11/97

- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 17: 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 18a – 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 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – 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 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: 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 25: 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 26: 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 27: 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.

FOR OFFICIAL USE ONLY. File No. _____

Question 28: 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.

FOR OFFICIAL USE ONLY File No. _____

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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 to learn more about the loan or contact constructionloan@sbs.nyc.gov / (212) 513-6444 to obtain details and to determine preliminary eligibility.

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

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

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWM215

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST**

INCLUDING STREET LIGHTING WORK

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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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**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. M/WBE Subcontractor Utilization Plan (if participation goals have been established)

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

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

**FAILURE TO SUBMIT ITEMS (4) THROUGH (10)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

NOTES:

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

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ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWM215
PIN: 8502012HW0053C

Description and Location of Work:

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK
Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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 WEDNESDAY, MARCH 6TH, 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 WEDNESDAY, MARCH 6TH, 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 5% 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
718-391-2601

FAX: 718-391-2615

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BID SCHEDULE

NOTICE TO BIDDERS

Item No. 028013 listed in this Bid Schedule shall comply with the requirements of Section 028013 for Asbestos Abatement in Addendum No. 1, herein Volume 3 of 3.

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

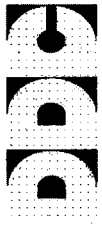
Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 51.21S0A1000V) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 3 herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with "NYC-" (e.g. NYC-670.10000182) are modified Street Lighting Items and shall comply with the corresponding numerical Sections incorporated in Addendum No.1, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "PK-" (e.g. PK-35) shall comply with the requirements of the corresponding numerical Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.01.07) 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 New York City Department of Transportation (NYCDOT) Standard Highway Specifications.

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Contract PIN 8502012HW0053C
Project ID HWM215

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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 - 25



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BID PAGES

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

Contract PIN 8502012HW0053C
Project ID HWM215

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	
028013 (001)	1.0 F.S.	ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 15,000.00	\$ 15,000.00		\$ 15,000.00
4.02 AG (002)	40.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK			\$
4.04 H (003)	10.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)			\$
4.06 (004)	120.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40			\$

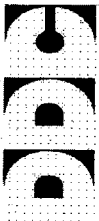


Contract PIN 8502012HW0053C
 Project ID HWM215

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

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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
4.06 PP (005)	65.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40; PARAPETS & PILASTERS	\$ _____	_____	\$ _____	_____
4.06 SL (006)	325.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40; STAIRS AND LANDINGS	\$ _____	_____	\$ _____	_____
4.09 AE (007)	75.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ _____	_____	\$ _____	_____
4.11 AA (008)	155.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	\$ _____	_____	\$ _____	_____



NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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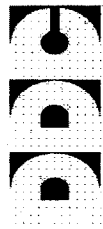
Contract PIN 8502012HW0053C
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			DOLLARS	CTS	
4.11 CA (009)	140.0 C.Y.	FILL, PLACE MEASUREMENT	\$ _____	_____	\$ _____
4.11 CC (010)	280.0 C.Y.	SELECT GRANULAR FILL, PLACE MEASUREMENT	\$ _____	_____	\$ _____
4.13 AAS (011)	1,250.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ _____	_____	\$ _____
4.14 (012)	46,600.0 LBS.	STEEL REINFORCEMENT BARS	\$ _____	_____	\$ _____

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BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

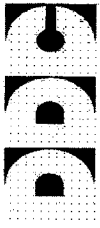
Contract PIN

8502012HW0053C

Project ID

HWM215

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
4.16 AA (013)	4.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$	—	\$	—
4.16 AB (014)	3.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	\$	—	\$	—
4.16 BAF (015)	4.0 EACH	TREES TRANSPLANTED, 2" TO 3" CALIPER, ALL TYPES	\$	—	\$	—
4.16 QP (016)	6.0 EACH	TREES PLANTED, QUERCUS PHELLOS 3-1/2" - 4" CAL	\$	—	\$	—



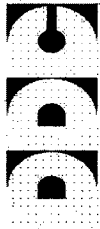
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0053C
Project ID HWM215

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
4.21 (017)	80.0 P/HR	TREE CONSULTANT	\$ _____	_____	\$ _____	_____
5.37 (018)	1.0 L.S.	CONSTRUCTION REPORT	\$ _____	_____	\$ _____	_____
51.21S0A1000V (019)	4.0 EACH	STANDARD MANHOLE TYPE A-1	\$ _____	_____	\$ _____	_____
6.01 AA (020)	1.0 L.S.	CLEARING AND GRUBBING	\$ _____	_____	\$ _____	_____

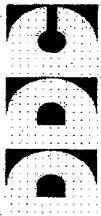
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			DOLLARS	CTS	DOLLARS	CTS
6.02 AAN (021)	820.0 C.Y.	UNCLASSIFIED EXCAVATION	\$	—	\$	—
6.06 AB (022)	165.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	\$	—	\$	—
6.22 F (023)	400.0 LBS.	ADDITIONAL HARDWARE	\$	—	\$	—
6.25 RS (024)	200.0 S.F.	TEMPORARY SIGNS	\$	—	\$	—



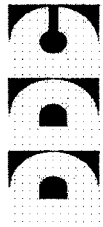
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.27 (025)	1.0 I.S.	DEMOLITION OF STRUCTURES	\$	—	\$
6.28 BA (026)	80.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$	—	\$
6.31 PBC (027)	365.0 L.F.	PRECAST CONCRETE BIKE CHANNEL	\$	—	\$
6.31 PBN (028)	26.0 L.F.	PRECAST CONCRETE BENCH WITH WALL PANEL	\$	—	\$

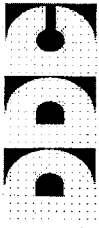
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.31 PCC (029)	12.0 C.Y.	PRECAST CONCRETE COPING	\$ _____	_____ CTS	\$ _____
6.34 ADT (030)	1,340.0 L.F.	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	\$ _____	_____ CTS	\$ _____
6.40 B (031)	21.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ _____	_____ CTS	\$ _____
6.41 (032)	1.0 L.S.	LINE AND GRADE SURVEYS	\$ _____	_____ CTS	\$ _____

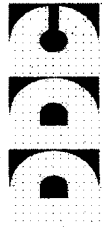


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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.43 (033)	750.0 SETS	PHOTOGRAPHS	\$ _____	_____	\$ _____	_____
6.52 (034)	300.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	\$ _____	_____	\$ _____	_____
6.55 (035)	220.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ _____	_____	\$ _____	_____
6.67 (036)	60.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ _____	_____	\$ _____	_____

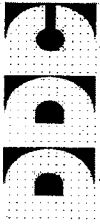


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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0053C
Project ID HWM215

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	
6.79 BC (037)	220.0 L.F.	4" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	\$ _____	_____ CTS	\$ _____
6.79 BD (038)	105.0 L.F.	6" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	\$ _____	_____ CTS	\$ _____
6.86 CBL (039)	2.0 EACH	CUSTOM CAST BRONZE LETTERING QUOTE PANELS GROUND MOUNTED	\$ _____	_____ CTS	\$ _____
6.86 CBP (040)	20.0 EACH	CUSTOM CAST BRONZE ACTIVE DESIGN TAG PANELS WALL MOUNTED	\$ _____	_____ CTS	\$ _____



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BID PAGES

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

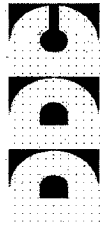
Contract PIN 8502012HW0053C
Project ID HWM215

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			DOLLARS	CTS	
6.86 CIP (041)	6.0 EACH	CUSTOM CAST INSET PANEL WITH CONCRETE LETTERING WALL MOUNTED	\$ _____	_____	\$ _____
6.87 (042)	50.0 EACH	PLASTIC BARRELS	\$ _____	_____	\$ _____
6.91 (043)	75.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____	\$ _____
7.13 B (044)	15.0 MONTH	MAINTENANCE OF SITE	\$ _____	_____	\$ _____
Unit price bid shall not be less than: \$ 8,500.00			\$ _____	_____	\$ _____

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BID PAGES

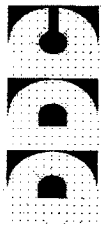


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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0053C

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			DOLLARS	CTS	DOLLARS	CTS
7.16 D (045)	500.0 C.Y.	TEST PITS	\$ _____	_____	\$ _____	_____
7.19 (046)	16.0 L.F.	LOAD TRANSFER JOINT	\$ _____	_____	\$ _____	_____
7.22 (047)	190.0 S.Y.	SLOPE PROTECTION	\$ _____	_____	\$ _____	_____
7.36 (048)	300.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ _____	_____	\$ _____	_____

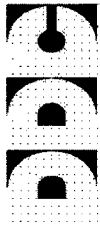


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			DOLLARS	CTS	
7.54 ABD (049)	4.0 EACH	CAST IRON BEEHIVE DRAIN FRAME AND GRATE	\$ _____	_____	\$ _____
7.54 AFD (050)	7.0 EACH	CAST IRON FLOOR DRAIN FRAME AND GRATE	\$ _____	_____	\$ _____
7.54 ATD (051)	4.0 L.F.	CAST IRON TRENCH DRAIN FRAME AND GRATE	\$ _____	_____	\$ _____
7.55 GP (052)	400.0 L.F.	NEW STEEL GUARDRAIL ON PARAPET	\$ _____	_____	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
7.55 HF (053)	50.0 L.F.	NEW STEEL HANDRAIL FLOOR MOUNTED	\$ _____	_____	\$ _____	_____
7.55 HP (054)	320.0 L.F.	NEW STEEL HANDRAIL ON PARAPET	\$ _____	_____	\$ _____	_____
7.57 DGRA (055)	1,350.0 L.F.	DRILL AND GROUT REINFORCEMENT BARS	\$ _____	_____	\$ _____	_____
7.88 AA (056)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ _____	_____	\$ _____	_____
Unit price bid shall not be less than: \$ 15,000.00			\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
7.88 AB (057)	35.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 70.00	\$ _____	_____	\$ _____
7.88 AC (058)	30.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 50.00	\$ _____	_____	\$ _____
7.88 AD (059)	1.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 100.00	\$ _____	_____	\$ _____
7.96 A (060)	2,050.0 S.F.	ANTI-GRAFFITI COATING	\$ _____	_____	\$ _____

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BID PAGES



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

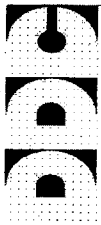
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			DOLLARS	CTS	
8.22 D (061)	1,800.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$ _____	_____ CTS	\$ _____
8.53 WFR (062)	1.0 F.S.	RETAINING WALL FLAG REPAIRS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 70,000.00	\$ 70,000.00	_____ CTS	\$ 70,000.00
8.66 (063)	2,500.0 S.F.	TEMPORARY SHEETING	\$ _____	_____ CTS	\$ _____
9.10 WSS (064)	1,900.0 S.F.	TEMPORARY WALL SUPPORT SYSTEM	\$ _____	_____ CTS	\$ _____

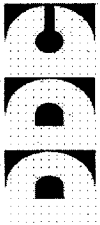


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			DOLLARS	CTS	
9.71 WAD (065)	150.0 DAY	SURVEY MONITORING AND VISUAL INSPECTION OF EXISTING BUILDINGS	\$ _____	_____	\$ _____
9.71 WBB (066)	1.0 L.S.	VIBRATION MONITORING OF EXISTING BUILDINGS	\$ _____	_____	\$ _____
NYC-670.10000182 (067)	2.0 EACH	REMOVE, REFURBISH & REINSTALL EXISTING LIGHTPOLES	\$ _____	_____	\$ _____
NYC-670.10000282 (068)	10.0 EACH	REMOVE AND SALVAGE EXISTING LIGHTPOLES FOR NYC PARKS	\$ _____	_____	\$ _____

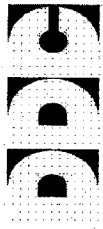


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			DOLLARS	CTS	DOLLARS	CTS
PK-35 (069)	30.0 S.Y.	SHREDDED BARK MULCH	\$ _____	_____ CTS	\$ _____	_____ CTS
PK-37 (070)	64.0 C.Y.	TOPSOIL FOR NEW PLANTING PITS AND BEDS	\$ _____	_____ CTS	\$ _____	_____ CTS
PK-473 (071)	2.0 EACH	DECOMPACT EXISTING TREE	\$ _____	_____ CTS	\$ _____	_____ CTS
SL-21.01.07A (072)	12.0 EACH	FURNISH AND INSTALL MODIFIED TYPE "B" LAMPPOST WITH INTERNAL FLANGE	\$ _____	_____ CTS	\$ _____	_____ CTS



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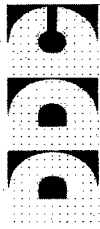
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			DOLLARS	CTS	DOLLARS	CTS
SL-22.09.04 (073)	1.0 EACH	REMOVE FLOODLIGHT AND CONTROL, IF ANY	\$ _____	_____	\$ _____	_____
SL-22.15.04 (074)	15.0 EACH	FURNISH AND INSTALL 75 WATT LED "RIVERSIDE PARK" TYPE LUMINAIRE	\$ _____	_____	\$ _____	_____
SL-24.02.08 (075)	1.0 EACH	FURNISH AND INSTALL TROUGH FOR TWO FLOODLIGHTS OR TWO PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5170	\$ _____	_____	\$ _____	_____
SL-25.01.06 (076)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM BRACKET ON METAL LAMPOST	\$ _____	_____	\$ _____	_____

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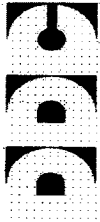
Contract PIN

8502012HW0053C

Project ID

HWM215

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	
SL-26.01.01 (077)	2.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ _____	_____ CTS	\$ _____
SL-26.02.02 (078)	2.0 EACH	FURNISH AND INSTALL RECEPTACLE FOR PLUG-IN PHOTOELECTRIC CONTROL	\$ _____	_____ CTS	\$ _____
SL-33.01.01 (079)	520.0 L.F.	FURNISH AND INSTALL NO. 12 AWG XLP COPPER WIRE OR EQUAL IN CONDUIT	\$ _____	_____ CTS	\$ _____
SL-33.01.02 (080)	1,150.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	\$ _____	_____ CTS	\$ _____



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Contract PIN 8502012HW0053C
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			DOLLARS	CTS	
SL-33.03.01 (081)	445.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	\$ _____	_____ CTS	\$ _____
SL-35.01.04 (082)	10.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	\$ _____	_____ CTS	\$ _____
SL-35.03.04 (083)	435.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ _____	_____ CTS	\$ _____
SL-37.05.04 (084)	7.0 EACH	FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (085)	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: HWM215

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST**

INCLUDING STREET LIGHTING WORK

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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. HWM215

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.

Tax ID #: _____

PIN#: 8502012HW0053C



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 # 8502012HW0053C FMS Project ID#: HWM215
 Project Title Reconstruction of West 215th Step Street
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101
 Contact Person James A. Cerasoli Title Deputy Director
 Telephone # (718) 391-1549 Email cerasoli@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**RECONSTRUCTION OF
 WEST 215TH STEP STREET
 BETWEEN BROADWAY AND PARK TERRACE EAST
 INCLUDING STREET LIGHTING WORK
 Together With All Work Incidental Thereto
 BOROUGH OF MANHATTAN
 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 %
Total Participation Goals	(2) 0 %	(3) 0 %

*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:	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
Calculate the percentage (of your total bid) that will go towards subcontracts under \$ 1M for construction and/or professional services	\$ _____	+ \$ _____	X 100 = _____ %
<ul style="list-style-type: none"> • Subcontracts under \$1M (construction/professional services): 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. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: 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. This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1). 			
NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).			

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

Step 2:
Calculate value of subcontractor participation goals

<p>a. Copy value from Step 1, line (4) – the total value of all expected subcontracts Under \$1M for construction and/or professional services</p> <p>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.</p> <p style="text-align: center;">Subcontracts under \$1M by industry</p> <p>• For Construction enter percentage from line (2) from Page 6. • For Professional Services enter percentage from line (3) from Page 6.</p> <p>c. • Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).</p> <p style="text-align: center;">Total Participation Goals</p> <p>d. Value of Total Participation Goals</p>	<p>Subcontracts under \$1M (construction/professional services)</p> <p>\$ _____</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <p>Construction</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> <div style="text-align: center;"> <p>Professional Services</p> <p>\$ _____</p> <p>x _____ %</p> <p>\$ _____</p> </div> </div>
---	--

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.

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: HWM215

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

Name of Bidder: _____

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

_____ YES _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO

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

Bidder: _____

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

Date: _____

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: _____

DDC Project Number: _____

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	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____

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	<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, 9th 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
- (3) 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)



Division of Labor Services

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. Would your company like information on how to certify with the City of New York as a:
- _____ Minority Owned Business Enterprise _____ Locally based Business Enterprise
- _____ Women Owned Business Enterprise _____ Emerging Business Enterprise
- _____ Disadvantaged
3. Please indicate if you would like assistance from SBS in identify 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.
6. _____
Company Name
7. _____
Street Address City State Zip Code
8. _____
(Chief Operating Officer) First Name Last Name Telephone Number Fax Number
9. _____
Designated Equal Opportunity Compliance Officer (if same as Item #8, write "Same") Telephone Number
10. _____
Name of Prime Contractor and Contact Person (if same as item #6, write "Same")
11. Number of employees in your company: _____
12. Contract information:
- (a) _____ (b) _____
Contracting Agency (City Agency) Contract Amount
- (c) _____ (d) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)
- (e) _____ (f) _____
Project Commence Date Projected Completion Date

FOR OFFICIAL USE ONLY: File No. _____

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(g) 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 the 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 the 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: First Name _____ Last Name _____

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 24 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.

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Revised 11/09

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:

FOR OFFICIAL USE ONLY: File No. _____

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- (a) Prior to the 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 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 qualification? 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).

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**Division of
Labor Services**

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

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

NOTE: All proposed subcontractors with a subcontract in excess of \$1,000,000 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 A: Asian B: Black N: Native American H: Hispanic F: Female

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Revised 11/09

**FORM B: PROJECTED WORKFORCE
TRADE CLASSIFICATION CODES**

(J) Journey level 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: _____	Males						Females													
	(1) White		(2) Black		(3)		(4)		(5) Native Amer.		(6) White		(7) Black		(8)		(9) Asian		(10) Native Amer.	
	Non	Hisp.	Non	Hisp.	Hisp.	Hisp.	Asian	Asian	Hisp.	Hisp.	Non	Hisp.	Non	Hisp.	Hisp.	Hisp.	Asian	Asian	Native Amer.	Native Amer.
Total (Col. #1-10):	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10):	H																			
Total Female (Col. #6 - 10):	A																			
	TRN																			
	TOT																			

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

**FORM B: PROJECTED WORKFORCE
TRADE CLASSIFICATION CODES**

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.

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

Trade: _____

Union Affiliation, if applicable: _____

Total (Col. #1-10): _____

Total Minority, Male & Female H
(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)? _____

	<u>Males</u>					<u>Females</u>				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	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										

**FORM C: CURRENT WORKFORCE
TRADE CLASSIFICATION CODES**

(J) Journey level Workers
(H) Helper
(TOT) Total by Column

(A) Apprentice
(TRN) Trainee

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

Trade: _____	Males						Females													
	(1) White Non-Hisp.		(2) Black Non-Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.		(6) White Non-Hisp.		(7) Black Non-Hisp.		(8) Hisp.		(9) Asian		(10) Native Amer.	
Total (Col. #1-10): _____	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10) _____	H																			
_____	A																			
Total Female (Col. #6 - 10): _____	TRN																			
_____	TOT																			

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



Division of Labor Services

FORM C: CURRENT WORKFORCE TRADE CLASSIFICATION CODES

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.

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

Trade: _____	Males						Females													
	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Asian Hisp.		(4) Asian Amer.		(5) Native Amer.		(6) White Non Hisp.		(7) Black Non Hisp.		(8) Asian Hisp.		(9) Asian Amer.		(10) Native Amer.	
Total (Col. #1-10): _____	J																			
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10) _____	H																			
Total Female (Col. #6 - 10): _____	A																			
Total Female (Col. #6 - 10): _____	TRN																			
Total Female (Col. #6 - 10): _____	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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Division of Labor Services

Date _____

File Number _____

LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

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

M/WBE Yes ___ No ___ MBE Yes ___ No ___
WBE Yes ___ No ___ LBE Yes ___ No ___

If you are certified as an M/WBE, MBE, WBE, or LBE, 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

Contracting Agency

Description and location of proposed subcontract:

Borough Project Number Pin Number Contract Amount

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.

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

FOR OFFICIAL USE ONLY: File No. _____

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 requirement for the contractors and subcontractors working on this construction project. 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.

Please attach your M/WBE Compliance Report.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Authorized Signature

Notary Public

FOR OFFICIAL USE ONLY: File No. _____

Revised 1/1/09



Division of Labor Services

WHO MUST FILE AN EMPLOYMENT REPORT

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

CONTRACTOR	CONTRACT VALUE	Submission Requirement
Prime Contractor	\$1,000,000 or greater (<i>city, state</i>)	Construction Employment Report
	\$10,000 or greater (<i>federally and/or federally assisted</i>)	
Subcontractor	\$750,000 or greater	Construction Employment Report
	Less than \$750,000	Less than \$750,000 Certificate
	\$10,000 or greater (<i>federally and/or federally assisted</i>)	Construction Employment Report

WHERE TO FILE

ERs must be filed directly with the Division of Labor Services (DLS).

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.
 - 1a. If the City is allocating funds to this project, you must provide the name of the contracting agency.
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

FOR OFFICIAL USE ONLY: File No. _____

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The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months 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 DLS Approval.

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities.
- 3a. Please provide a copy of your project labor agreement which is negotiated through an employer trade association.

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Company/Contract 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

- Question 5: Please provide the Employer Identification Number or Federal Tax I.D.
- Questions 6 – 9: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.
- Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 11: Please indicate how many employees are in your company.
- Question 12 (a-f): Please provide all relevant information requested in 12 (a) to (f).
- Question 12(g): 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 their contractor.
- Questions 13 – 15: 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 16: 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;

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Revised 11/09

- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 17: 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 18a – 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 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – 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 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: 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 25: 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
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Question 26: 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 27: 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 28: 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.

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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

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: HWM215

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST
INCLUDING STREET LIGHTING WORK**

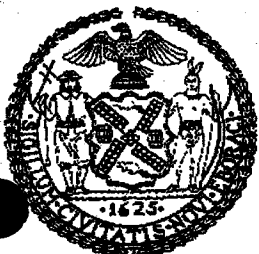
**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM

DECEMBER 18, 2012

NYS DOT PIN X550.56
Fed. Aid Project No. _____

Bid Opening 11:00 A.M. on
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



2-156



NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

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

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

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

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
 - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS

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

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

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

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (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

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.

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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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CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise control code provisions.

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

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original bid amount;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

CHAPTER V CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21. RETAINED PERCENTAGE

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

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

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

ARTICLE 22. INSURANCE

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

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

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

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

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

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

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

22.1.3 **Employers' Liability Insurance:** The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 **United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance:** The **Contractor** shall provide, and ensure that each **Subcontractor** provides, insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.5 **Builders' Risk Insurance:** The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor**, and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The **City** of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 **Comprehensive Business Automobile Liability Insurance:** The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.7 **Pollution/Environmental Liability Insurance:** The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a

result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, suit, or proceedings against the City arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as provided to the Contractor for this Project.

22.1.7(a) If such coverage is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the Work under this Contract is completed.

22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The Contractor shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this Contract including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The Contractor shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this Contract at or in the vicinity of a designated approved port or yard under this Contract. The policy shall provide coverage from the point of acceptance of care custody and control of any City vessel. The policy shall provide Bailee Coverage for any City vessel in the Contractor's care, custody and control and coverage for damage to property of others caused by any City vessel in the Contractor's care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The Contractor shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the Contractor and for the City (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this Contract and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The Contractor shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the City (together with its officials and employees) as Additional Insured for liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The Contractor shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

22.3 Proof of Insurance:

22.3.1 Within ten (10) Days of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) Days of award. Accord forms are not acceptable proof of workers' compensation coverage. The **Contractor** must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) Days prior to commencement of the **Work**.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The **Contractor** shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City's** coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on **this Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this article, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the **New York State Lien Law**, or any act of the Legislature of the State of **New York**, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to **Law**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guarantee are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Substantial Completion and acceptance of the Work or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.

24.5 Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged Work shall be timely, pursuant to this article, if given not later than ten (10) Days subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving such notice, the Commissioner shall have the right to have the Work done by others in the same manner as provided for in the completion of a defaulted Contract, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.

24.8 The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.

24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers or lessees of the premises.

CHAPTER VI CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with the Laws and this Contract. All such changes, modifications and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.

25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.

25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the Contract; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the CCPO.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Department**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on a time and material basis for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is on a time and material basis in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned, necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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 contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law and rules, that it is in the best interest of the City that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from Work;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to 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 6.

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, Four Hundred Ninety-Two Thousand, Seven Hundred Fifty-Nine Dollars Only Dollars, (\$ 2,492,759.00), this said sum being the Amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.

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 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, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

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 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.

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, ACME SKILLMAN CONCRETE CO., INC.

56-22 58TH STREET

MASPETH, NY 11378

hereinafter referred to as the "Principal,"

and, AMERICAN FIRE AND CASUALTY COMPANY

425 EAGLE ROCK AVENUE, SUITE 103

ROSELAND, NJ 07068

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 FOUR HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED FIFTY NINE

AND 00/100 DOLLARS **

(\$ 2,492,759.00 *) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

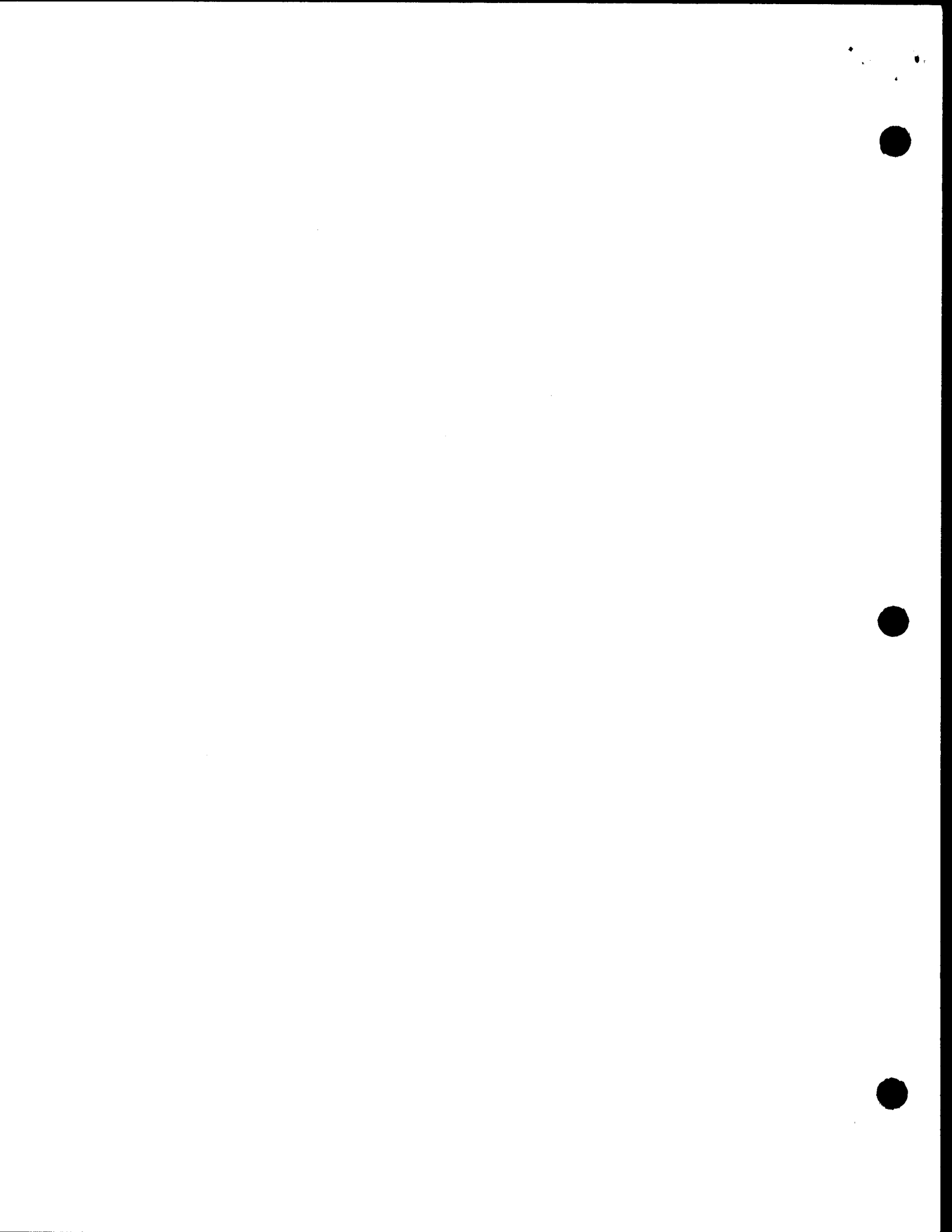
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

RECONSTRUCTION OF WEST 215TH STEP STREET BETWEEN BROADWAY AND PARK TERRACE EAST -

BOROUGH OF MANHATTAN FMS ID: HWM215 E-PIN: 85013B0047001 DDC PIN: 8502012HW0053C

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



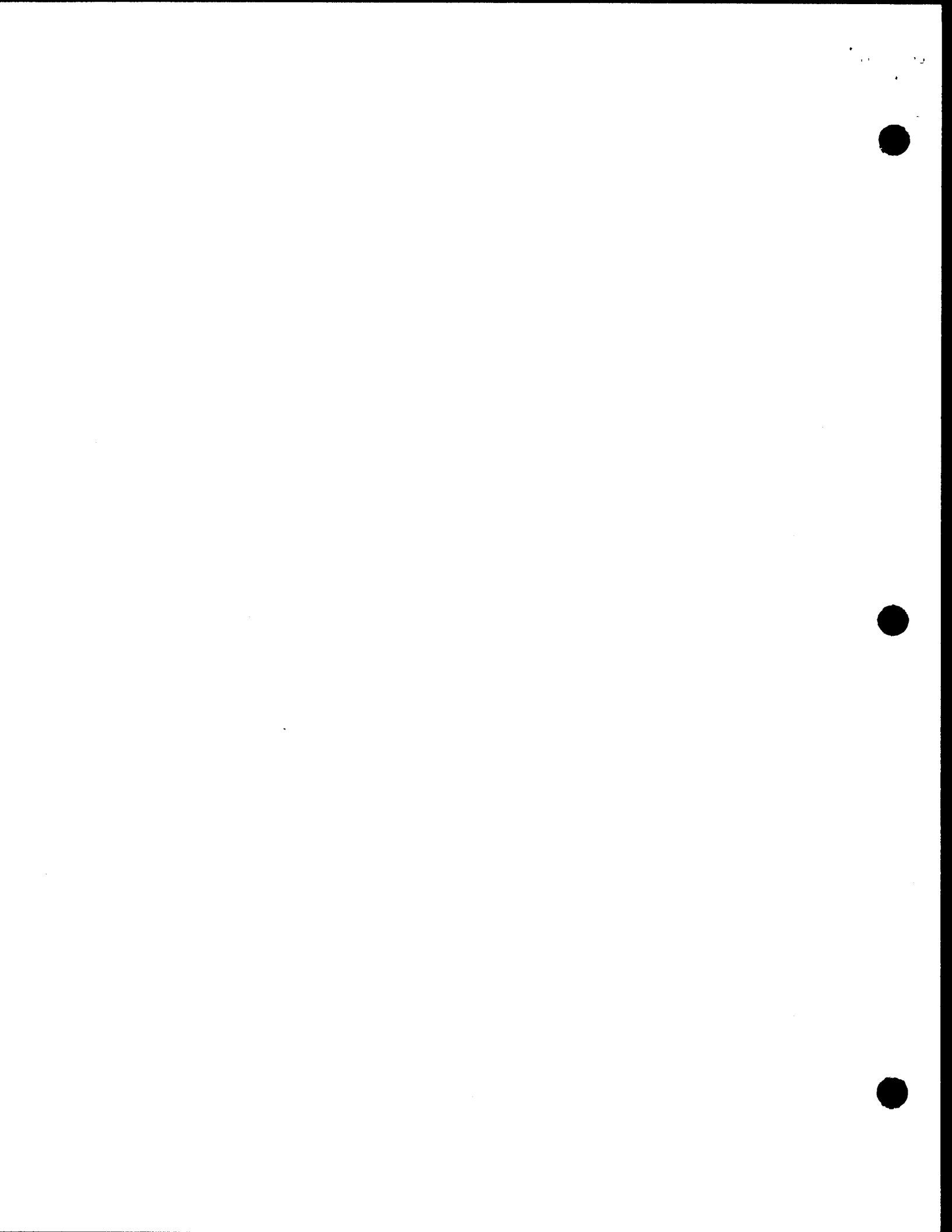
Performance Bond #1 (Pages 78 to 81): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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.



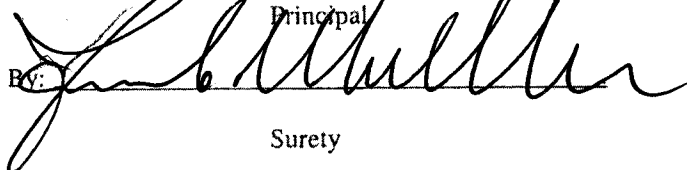
Performance Bond #1 (Pages 78 to 81): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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

18TH day of JUNE, 20 13
(Seal)


ACME SKILLMAN CONCRETE CO., INC. (L.S.)

Principal
By: 
Surety

(Seal)

By: _____
AMERICAN FIRE AND CASUALTY COMPANY

(Seal)

Surety
By: 
GLENN G. GLUBIAK, ATTORNEY-IN-FACT
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____

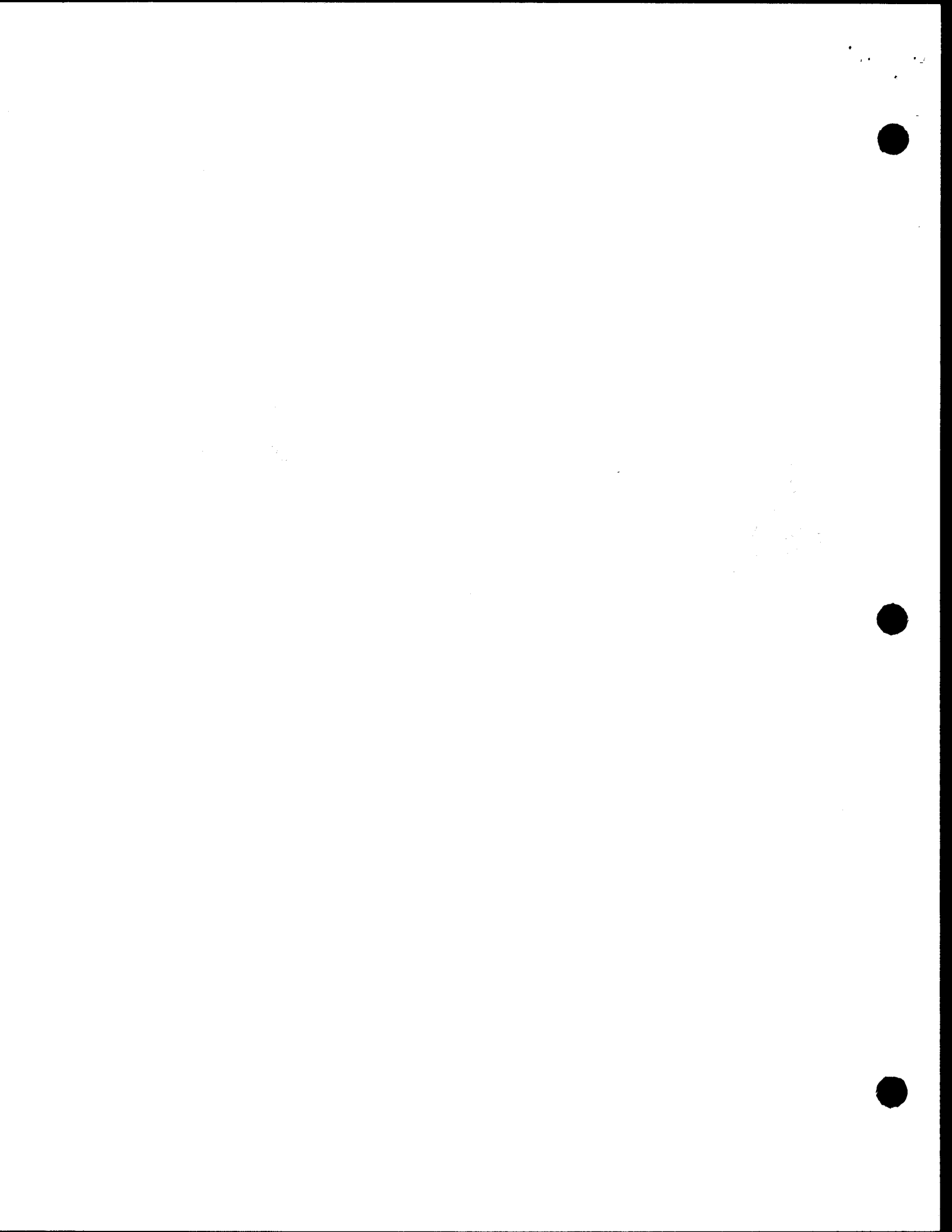
Bond Premium Rate 2.5%

Bond Premium Cost \$62,319

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 QUEENS ss:

On this 19 day of JUNE, 20 13 before me personally came FERNANDO M MICHELLA

to me known, who, being by me duly sworn did depose and say that he/she resides at 163-45 70 AVENUE WHITESTONE NY 11357; that he/she is the PRESIDENT of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Ann M Rodriguez
Notary Public or Commissioner of Deeds.

ANN M. RODRIGUEZ
Notary Public State of New York
No. 01RO4894919
Qualified in Queens County
Commission Expires 11/7/2014

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNER

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.



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100-100000-100000



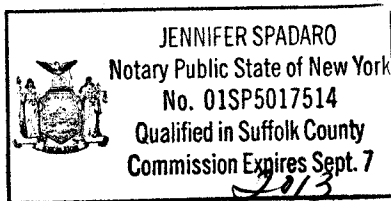
ACKNOWLEDGEMENT OF SURETY

State of NEW YORK)

:ss:

County of SUFFOLK)

On the 18th day of JUNE , 2013, before me personally came GLENN G. GLUBIAK to me known, who, being by me duly sworn, did depose and say the (s)he resides at COMMACK, NY that (s)he is the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.



Jennifer Spadaro

Notary Public



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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. 5970865

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

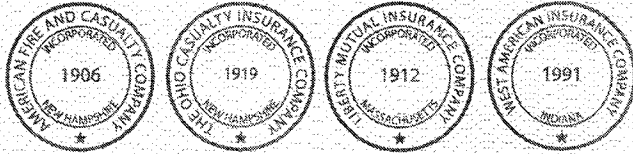
BOND NO: 015041285

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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown state of NY 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 29th day of January, 2013



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 29th day of January, 2013, 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, 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, and West American 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 attorneys-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, and West American 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.

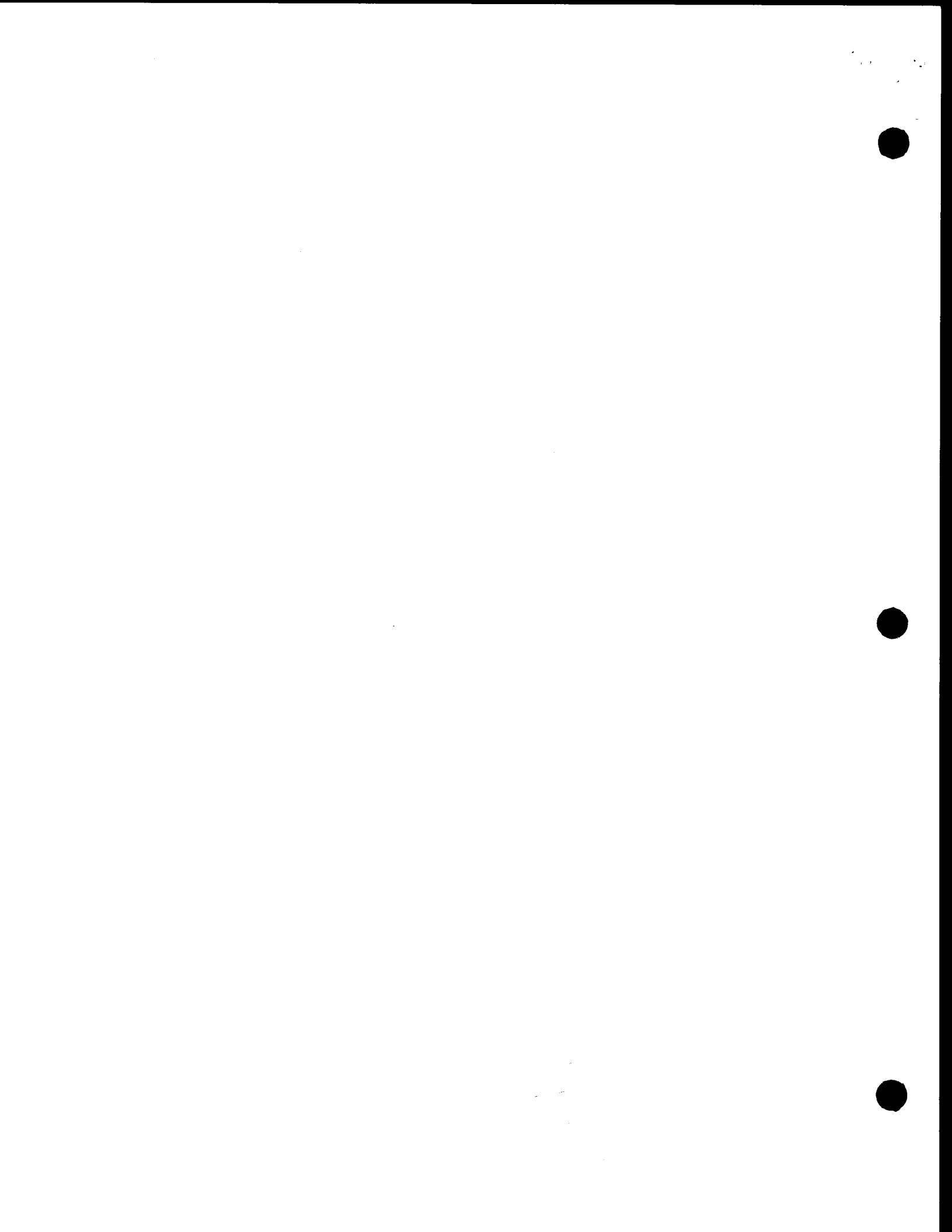
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of JUNE, 2013



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 individual 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.





AMERICAN FIRE AND CASUALTY COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 3,671,844	Unearned Premium	\$ 31,471,563
*Bonds — U.S Government	47,995,904	Reserve for Claims and Claims Expense	65,181,012
*Other Bonds	79,466,385	Funds Held Under Reinsurance Treaties	0
*Stocks	0	Reserve for Dividends to Policyholders	8,425
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	21,152,140	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	1,060,320	Other Liabilities	<u>34,315,672</u>
Other Admitted Assets	<u>24,116,747</u>	Total	130,976,672
		Special Surplus Funds	\$ 105,283
		Capital Stock	3,500,001
		Paid in Surplus	13,648,270
		Unassigned Surplus	29,233,114
Total Admitted Assets	<u>\$177,463,340</u>	Surplus to Policyholders	<u>46,486,668</u>
		Total Liabilities and Surplus	<u>\$177,463,340</u>



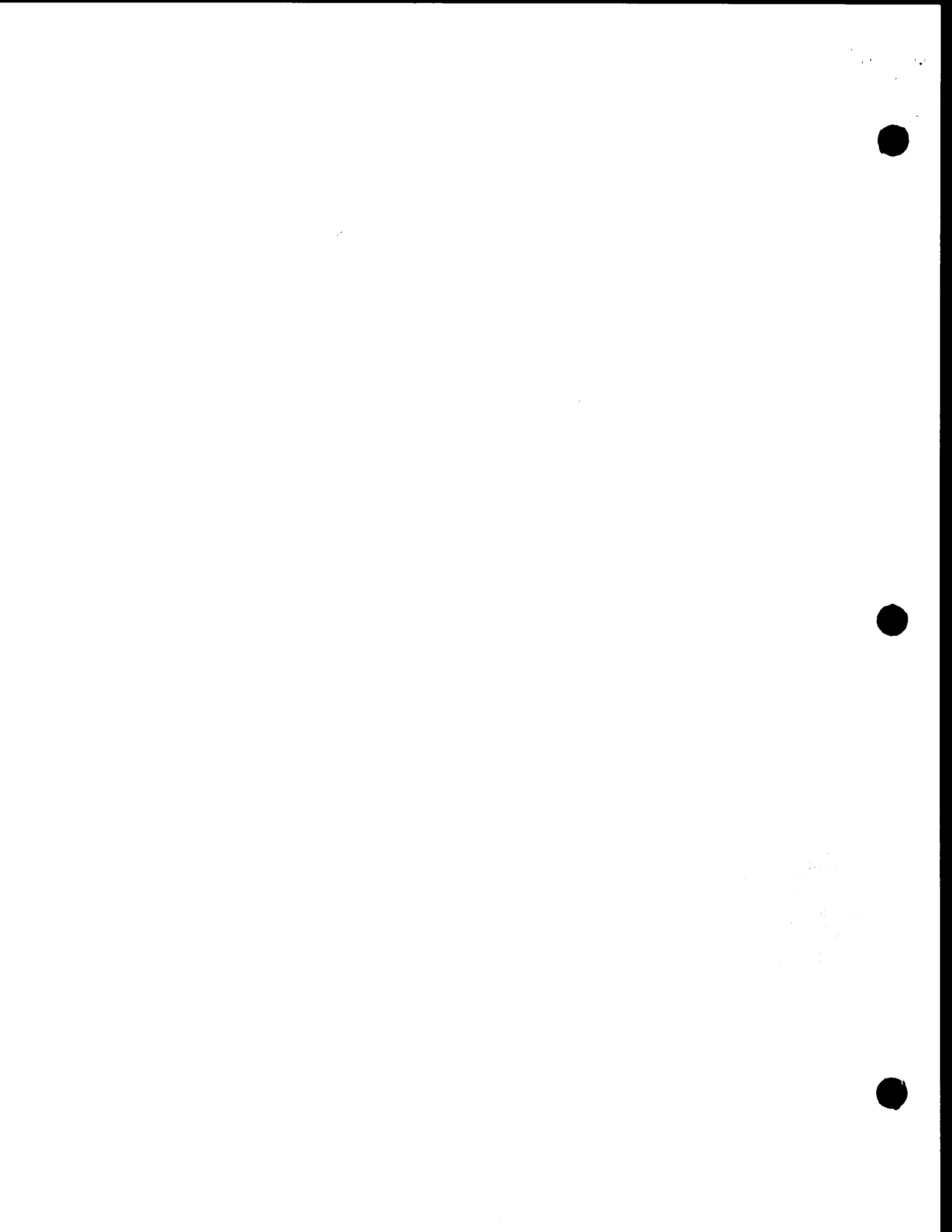
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from American Fire and Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty 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

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

ACME SKILLMAN CONCRETE CO., INC.

56-22 58TH STREET

MASPETH, NY 11378

hereinafter referred to as the "Principal", and _____

AMERICAN FIRE AND CASUALTY COMPANY

425 EAGLE ROCK AVENUE, SUITE 103

ROSELAND, NJ 07068

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 FOUR HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED FIFTY NINE**

AND 00/100 DOLLARS **

2,492,759.00 *

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for **RECONSTRUCTION OF WEST 215TH STEP STREET BETWEEN BROADWAY AND PARK TERRACE EAST - BOROUGH OF MANHATTAN FMS ID: HWM215 E-PIN: 85013B0047001 DDC PIN: 8502012HW0053C**

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.

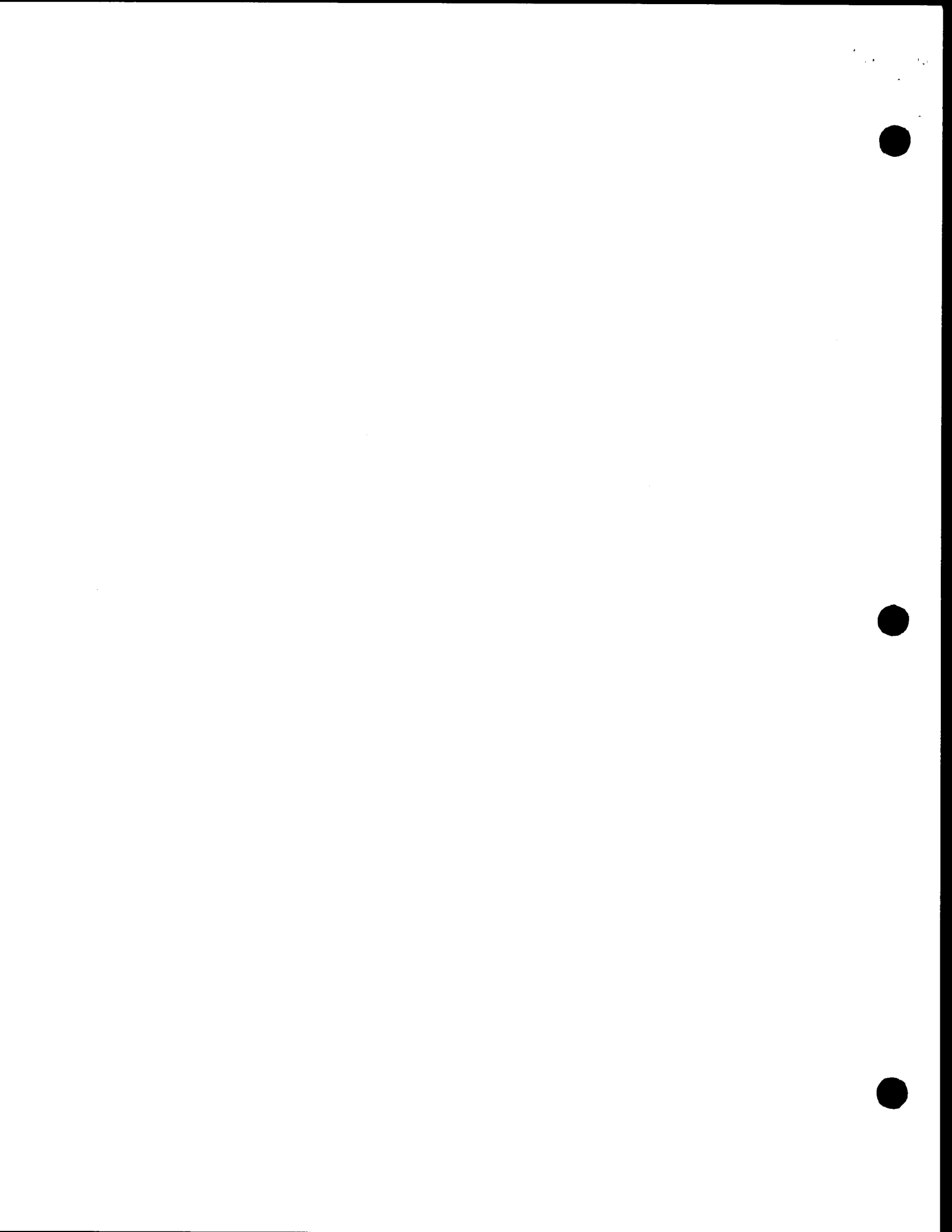
(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing 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.

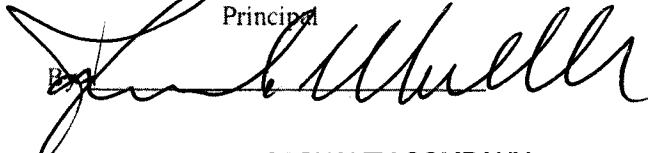
PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have 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 18th day of JUNE, 2013.

(Seal)

ACME SKILLMAN CONCRETE CO., INC. (L.S.)

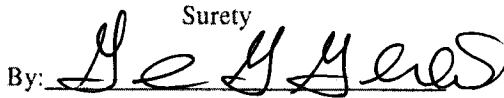
Principal

By: 

(Seal)

AMERICAN FIRE AND CASUALTY COMPANY

Surety

By: 

GLENN G. GLUBIAK, 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 QUEENS ss:

On this 19 day of JUNE, 2013, before me personally came FERNANDO MINCHELLA to me known, who, being by me duly sworn did depose and say that he resides at 163-45 WAVEHUE WHITESTONE NY 11357 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Ann M Rodriguez
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.

ANN M. RODRIGUEZ
Notary Public, State of New York
No 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

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.



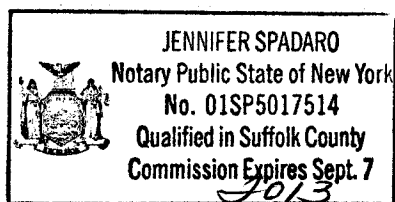
ACKNOWLEDGEMENT OF SURETY

State of NEW YORK)

SS:

County of SUFFOLK)

On the 18th day of JUNE , 2013, before me personally came GLENN G. GLUBIAK to me known, who, being by me duly sworn, did depose and say the (s)he resides at COMMACK, NY that (s)he is the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.



Jennifer Spadaro

Notary Public

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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. 5970866

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

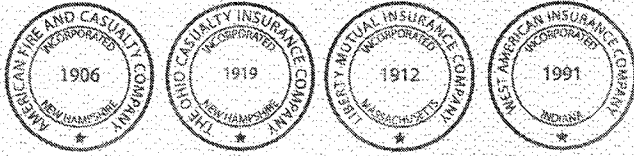
BOND NO: 015041285

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 New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown state of NY 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 29th day of January, 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 29th day of January, 2013, 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, 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, and West American 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.

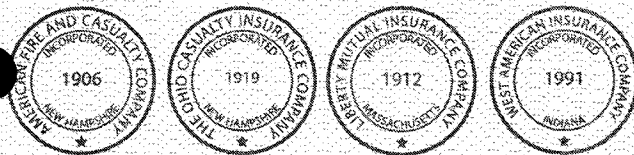
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 attorneys-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, and West American 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.

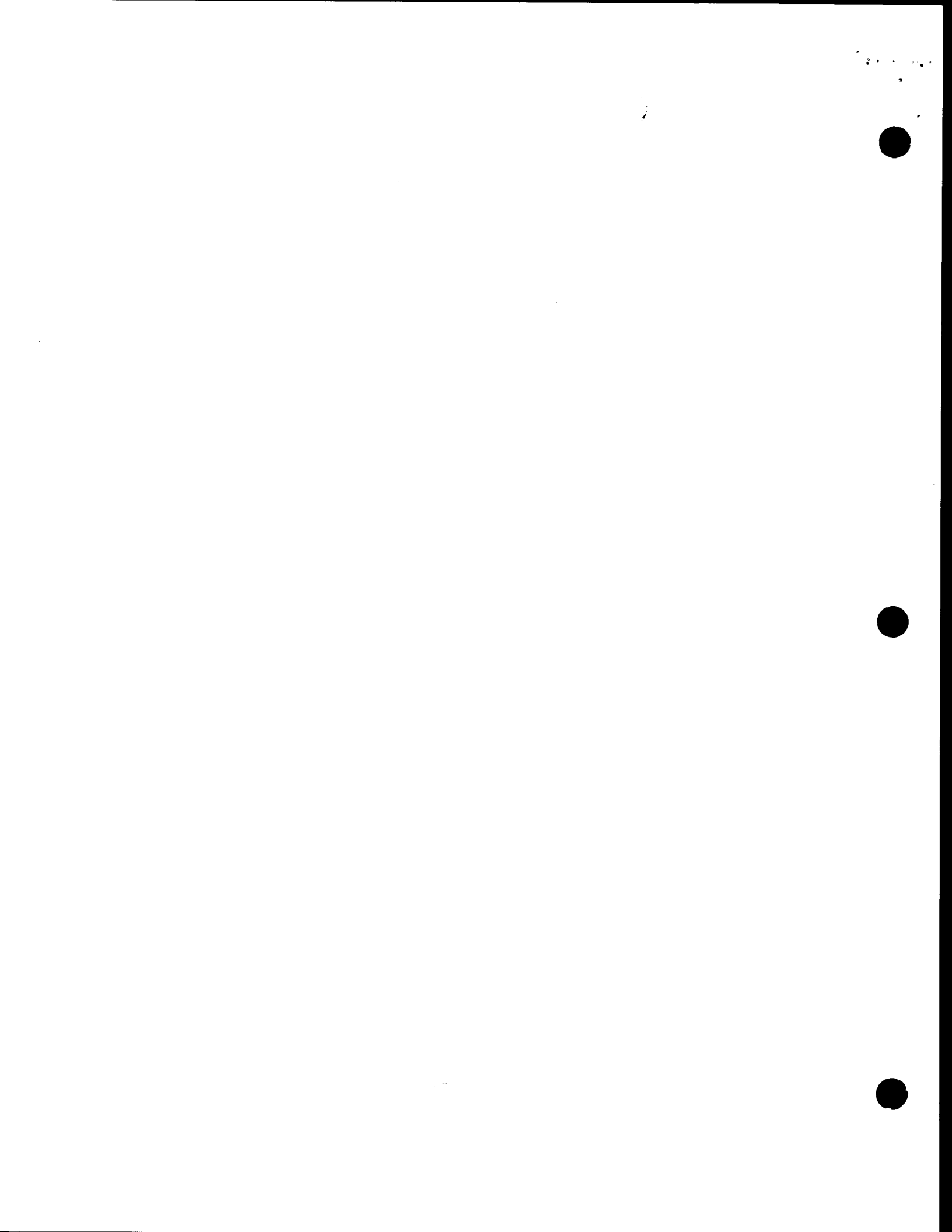
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of JUNE, 2013.



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 annual 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.





AMERICAN FIRE AND CASUALTY COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 3,671,844	Unearned Premium	\$ 31,471,563
*Bonds — U.S Government	47,995,904	Reserve for Claims and Claims Expense	65,181,012
*Other Bonds	79,466,385	Funds Held Under Reinsurance Treaties	0
*Stocks	0	Reserve for Dividends to Policyholders	8,425
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	21,152,140	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	1,060,320	Other Liabilities	<u>34,315,672</u>
Other Admitted Assets	<u>24,116,747</u>	Total	130,976,672
		Special Surplus Funds	\$ 105,283
		Capital Stock	3,500,001
		Paid in Surplus	13,648,270
		Unassigned Surplus	29,233,114
Total Admitted Assets	<u>\$177,463,340</u>	Surplus to Policyholders	<u>46,486,668</u>
		Total Liabilities and Surplus	<u>\$177,463,340</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from American Fire and Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty 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

100



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



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.)

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
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 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 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

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. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

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.

Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Covered Workers: Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

Supplemental Benefits: Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

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.

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.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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§220 PREVAILING WAGE SCHEDULE

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)

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

Supplemental Benefit Rate per Hour: \$37.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2012 - 6/30/2013

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.

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.

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
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.

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
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2012 - 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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2012 - 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

None

Shift Rates

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2012 - 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

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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)

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$42.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$43.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$31.32

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.95

Supplemental Benefit Rate per Hour: \$42.37

Diver Tender (Marine)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2012 - 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.

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
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 the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$35.84
Supplemental Benefit Rate per Hour: \$36.93

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2012 - 6/30/2013
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

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$36.41
Supplemental Benefit Rate per Hour: \$36.93

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$36.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Driver - Boom Truck

Effective Period: 7/1/2012 - 6/30/2013

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

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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

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§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.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2012 - 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2012 – 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.

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§220 PREVAILING WAGE SCHEDULE

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
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2012 - 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

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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

(Local #3)

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

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For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2012 – 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.

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Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

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

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§220 PREVAILING WAGE SCHEDULE

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

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

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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
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, Gunite 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

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§220 PREVAILING WAGE SCHEDULE

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.

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

Engineer - Building Work Maintenance Engineers I

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§220 PREVAILING WAGE SCHEDULE

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 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.

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\$220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2012 - 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

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New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2012 - 6/30/2013

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).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2012 - 6/30/2013

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).

Field Engineer - BC Rodperson

Effective Period: 7/1/2012 - 6/30/2013

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).

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

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Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2012 - 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

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Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2012 - 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

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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

(Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2012 - 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.

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§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$67.21
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 - 6/30/2013
Wage Rate per Hour: \$36.37
Supplemental Benefit Rate per Hour: \$28.65
Supplemental Note: \$51.85 overtime hours
Shift Wage Rate: \$46.38

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

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§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: **\$56.24**
Supplemental Benefit Rate per Hour: **\$28.65**
Supplemental Note: \$51.85 overtime hours
Shift Wage Rate: **\$89.98**

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**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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.

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

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Shift Wage Rate: \$129.74

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.25

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$94.80

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.65

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$92.24

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.46

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$77.54

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

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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 - 6/30/2013

Wage Rate per Hour: \$67.62

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$108.19

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$64.91

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$103.86

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.87

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$60.59

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$57.60

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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 - 6/30/2013

Wage Rate per Hour: \$53.09

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 - 6/30/2013

Wage Rate per Hour: \$39.35

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 - 6/30/2013

Wage Rate per Hour: \$60.66

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 - 6/30/2013

Wage Rate per Hour: \$64.35

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 - 6/30/2013

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Operating Engineer - Building Work VI

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4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.53

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

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

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)

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

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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.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

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

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2012 - 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

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An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2012 - 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

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§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.28

Supplemental Benefit Rate per Hour: \$31.36

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

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.00

Supplemental Benefit Rate per Hour: \$24.15

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 - 6/30/2013

Wage Rate per Hour: \$23.05

Supplemental Benefit Rate per Hour: \$17.85

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).

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New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2012 - 6/30/2013

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.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2012 - 6/30/2013

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.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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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).

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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§220 PREVAILING WAGE SCHEDULE

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

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

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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

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Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

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

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§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.87

Supplemental Benefit Rate per Hour: \$19.22

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 - 6/30/2013

Wage Rate per Hour: \$23.07

Supplemental Benefit Rate per Hour: \$13.53

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

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President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2012 - 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

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There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2012 - 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)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2012 - 6/30/2013

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.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2012 - 6/30/2013

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.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2012 - 6/30/2013

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.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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.

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

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\$220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

Journey person

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

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: **\$31.00**

Supplemental Benefit Rate per Hour: **\$10.56**

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

Lineperson (thermoplastic)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$10.56**

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Shift Rates

15% night shift premium differential for all work performed after 9:00 P.M.

Vacation

Employees with one to three 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 three to ten years service receive two weeks vacation. Employees with ten or more years service receive three weeks vacation. Vacation must be taken during winter months.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2012 - 9/30/2013

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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 - 9/30/2013
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

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$37.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2012 - 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 tampo, AC paint and liquid tar work.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.20

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

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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)

PLASTERER

Plasterer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$26.80

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2012 - 6/30/2013

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Wage Rate per Hour: **\$51.76**

Supplemental Benefit Rate per Hour: **\$37.19**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$74.10**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1 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 trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$32.96**

Supplemental Benefit Rate per Hour: **\$15.93**

Overtime

Time and one half the regular rate after an 8 hour day.

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Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1).

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.69

Supplemental Benefit Rate per Hour: \$25.46

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

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30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
(Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2012 - 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)

ROOFER

Roofer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$27.07

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

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§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

**SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)**

Sandblaster / Steamblaster

Effective Period: 7/1/2012 - 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

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§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2012 - 6/30/2013

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.

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 - 6/30/2013

Wage Rate per Hour: **\$36.52**

Supplemental Benefit Rate per Hour: **\$40.50**

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

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§220 PREVAILING WAGE SCHEDULE

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 journeyman engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2012 - 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

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Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$41.55
Supplemental Benefit Rate per Hour: \$39.32

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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STEAMFITTER

Steamfitter I

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

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.

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§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
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)**

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$11.76

Refrigeration and Air Conditioner Service Person V (4th year)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$29.82

Supplemental Benefit Rate per Hour: \$10.71

Refrigeration and Air Conditioner Service Person IV (3rd year)

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$24.71

Supplemental Benefit Rate per Hour: \$9.80

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 - 6/30/2013

Wage Rate per Hour: \$21.21

Supplemental Benefit Rate per Hour: \$9.12

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 - 6/30/2013

Wage Rate per Hour: \$17.60

Supplemental Benefit Rate per Hour: \$8.50

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 6/30/2013

Wage Rate per Hour: \$10.95

Supplemental Benefit Rate per Hour: \$7.90

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2012 - 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

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

**TELECOMMUNICATION WORKER
(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.

After 12 months but less than 7 years.....two weeks.

After 7 or more but less than 15 years.....three weeks.

After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.17

Supplemental Benefit Rate per Hour: \$26.76

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$30.83

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

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2012 - 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

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)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #147)

**WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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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)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.41

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$28.91

Boilermaker (Second Year: 2nd Six Months)

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Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.40

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rat
Supplemental Benefit Rate Per Hour: \$31.89

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.38

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.88

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.38

(Local #5)

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
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Third 750 Hours)

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Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$16.60

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (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

Carpenter (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

Carpenter (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

Carpenter (Fourth 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: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyman: 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 Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.37

Cement & Concrete Worker (1001 - 2000 hours)

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Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.57

(Cement Concrete Workers District Council)

**DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 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 Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

**DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Dockbuilder/Pile Driver (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

Dockbuilder/Pile Driver (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

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson'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 Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$14.25
Supplemental Benefit Rate per Hour: \$11.19
Overtime Wage Rate Per Hour: \$21.38
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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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 Benefit 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 Benefit Per Hour: \$27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$27.84
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$29.25
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$30.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 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 Journeyman's rate
Supplemental Rate 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 Journeyman's rate
Supplemental Rate 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 Journeyman's rate
Supplemental Rate 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 Journeyman's rate
Supplemental Rate Per Hour: \$28.19
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.74

(Local #1)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.65

Operating Engineer - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson'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 Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.65

(Local #14)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson'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 Journeyperson's rate
Supplemental Rate Per Hour: \$23.38

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson'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 Journeyperson's rate
Supplemental Rate Per Hour: \$28.14

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.34

(Local #1281)

**HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$20.06
Supplemental Benefit Rate per Hour: \$15.45

House Wrecker - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$21.06
Supplemental Benefit Rate per Hour: \$15.45

House Wrecker - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$22.56
Supplemental Benefit Rate per Hour: \$15.45

House Wrecker - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$25.06
Supplemental Benefit Rate per Hour: \$15.45

(Local #79)

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$33.73

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 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.40

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$31.23

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 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) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$33.73

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.39

(Local #580)

**IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$23.62
Supplemental Benefit Rate per Hour: \$41.21

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$24.22
Supplemental Benefit Rate per Hour: \$41.21

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$24.82
Supplemental Benefit Rate per Hour: \$41.21

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER &
COMMON)**

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson's rate
Supplemental Rate Per Hour: \$31.75

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 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 Journeyperson'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 Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

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

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2012 - 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)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.33

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.16

Mason Tender - Second Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.33

Supplemental Benefit Rate per Hour: \$16.16

Mason Tender - Third Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.83

Supplemental Benefit Rate per Hour: \$16.16

Mason Tender - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$16.16

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year – Called Prior to 6/29/11)

Effective Period: 7/1/2012 - 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)

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2012 - 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)

PAINTER

(Ratio of Apprentice to Journeyperson: 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 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 Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2012 - 6/30/2013

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

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyperson'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 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$14.61

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$15.09

Plasterer - Second 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: \$17.06

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$18.14

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$20.31

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$21.39

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First 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: \$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 - 6/30/2013
Wage Rate per Hour: \$17.96
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$20.06
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$22.91
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$24.31
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: \$36.38
Supplemental Benefit Rate per Hour: \$16.25

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Pointer - Waterproofer, Caulker Mechanic - First Year

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)

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

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2012 - 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Sheet Metal Worker - Fifth Year (1st Six Months)

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)

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)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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)

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

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

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: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

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

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyperson'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 Journeyperson'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 Journeyperson's rate

Supplemental Rate Per Hour: \$27.49

Timberperson - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$27.49

(Local #1536)

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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. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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)

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THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-36
FAX NUMBER: (212) 669-84

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi *L.A. Mancusi*

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er
ACCO.SECURITY AT SITES





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

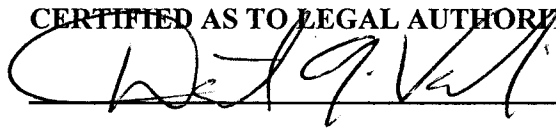
INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

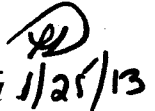
ACME SKILLMAN CONCRETE Co., INC.
Contractor.
REG# 20131430168/OCA 1002572213

Dated JUNE 24, _____, 2013

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY



Acting Corporation Counsel


1/25/13

Dated January 25 _____, 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

LAW

VOLUME 3 OF 3

**SCHEDULE A
ADDENDA NOS. 1 TO 4**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWM215

**RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST**

INCLUDING STREET LIGHTING WORK

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM

DECEMBER 18, 2012

NYS DOT PIN X550.56
Fed. Aid Project No. _____

Bid Opening 11:00 A.M. on _____
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



2-156



SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Cruz, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010.
2. New York City Standard Highway Details of Construction, July 1, 2010.
3. New York City Division of Street Lighting Specifications.
4. New York City Division of Street Lighting Standard Drawings.
5. New York City Standard Specifications for Traffic Signals.
6. New York City Standard Drawings for Traffic Signals.

The following reference documents for Sewer Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009.
2. New York City DEP Instructions for Concrete Specifications, Jan. 92.
3. New York City DEP General Specification 11-Concrete, November 1991.
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009.
2. New York City Department of Environmental Protection Water Main Standard Drawings.
3. Specifications for Trunk Main Work, dated 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, NY 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

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference documents for Private Utility Work are 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 Issued: 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>\$1,500.00</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 Section 6.40 - Engineer's Field Office , and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5 , is not corrected.
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: <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>\$500.00</u> If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site , the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.



Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 450 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.



SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p><u>\$3,000,000</u> per occurrence</p> <p><u>\$6,000,000</u> aggregate (applicable separately to this Project)</p> <p>Additional Insureds: 1. <u>City of New York, including its officials and employees, and</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
<input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.3 <input type="checkbox"/> Jones Act Art. 22.1.4 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.4	Workers' Compensation: Statutory per New York State law without regard to jurisdiction Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction Employers' Liability: \$2,000,000 each accident <input type="checkbox"/> Additional Requirements: _____ _____
<input type="checkbox"/> Builders' Risk Art. 22.1.5	_____ % of total value of Work City of New York and the Contractor named as Loss Payee for the Work in order of precedence, as their interests may appear



SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<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: <u>(1) City of New York, including its officials and employees.</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><input type="checkbox"/> Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permitter 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"> • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <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> 	<p><u>\$2,000,000</u> per occurrence</p> <p><u>\$6,000,000</u> 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, 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>■ 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>Section 6.40, Standard Highway Specifications</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>
<p>[OTHER]</p> <p>■ The Following Additional Insurance Must Be Provided:</p> <p><u>Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</u></p>	<p>Art. 22.1.9</p>



SCHEDULE A

(RELATING TO ARTICLE 22 - INSURANCE)

PART II. BROKER'S CERTIFICATION

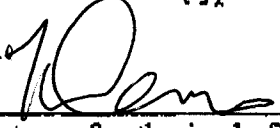
[Pursuant to Article 22.3 1(a) of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. 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.

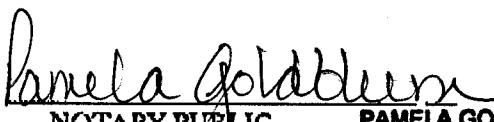
Bender Insurance Agency, Inc.
[Name of broker (typewritten)]

365 Crossways Park Drive, Woodbury, NY 11797
[Address of broker (typewritten)]


[Signature of authorized official or broker]

Ted Demos - Vice President
[Name and title of authorized official (typewritten)]

Sworn to before me this
17th day of JUNE, 2014


NOTARY PUBLIC PAMELA GOLDBLUM
Notary Public, State of New York
No. 4751915
Qualified in Suffolk County
Commission Expires October 31, 2018

COMMERCIAL BANK OF NEW YORK
COUNTY OF NEW YORK
NOTARY PUBLIC
FABRIZIA GONZALEZ
100 WALL STREET, 10TH FLOOR
NEW YORK, NY 10038

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: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: November 26, 2012

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 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, VG/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.

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 4.06 S
CONCRETE IN STRUCTURES, CLASS A-40

4.06S.1. DESCRIPTION. This section covers the work to construct the concrete stairs, landings, parapets and pilasters for the reconstruction of the step street as shown on the contract drawings or as directed by the Engineer.

4.06S.2. MATERIALS AND METHODS. All materials and methods shall be done in accordance with the applicable requirements of Section 4.06, Concrete in Structures, in the Standard Highway Specifications and as amended herein.

A. INTEGRAL COLORING AGENT FOR CONCRETE: Cast-in-place concrete shall be integrally colored using pigment admixture as specified and as approved by the Engineer. The color admixture shall be a single component, pigmented, water reducing admixture conforming to ACI 303.1, ASTM C979, ASTM C494, and AASHTO M194 such as "Chromix Admixture" as manufactured by L.M. Scofield Co., Douglasville, GA (800/800-9900 or 201/672-9051), or approved equal made by Davis Colors, Lehigh Cement, other approved manufacturers.

1. Color of cured concrete mix shall match that of L.M. Scofield's No. 0288 Autumn Beige as determined by the Engineer.

B. ACID WASHED "LIMESTONE" FINISH

1. Finish to be achieved as described in "Curing and Sealing Materials" below.

2. Nonslip aggregate material: All horizontal surfaces of cast-in-place concrete (including stair treads and landings) shall be finished with Silicon Carbide aggregate, such as A-H Silicarb from Anti-Hydro International, Inc.; SILICARB NON-SLIP, SPARKLING SILICON CARBIDE SHAKE-ON AGGREGATE by US Concrete Materials LLC, 189 Berkley Pl., Dumont, New Jersey 07628, Tel: 201-385-6470; KORUMDON NON-SLIP SILICON CARBIDE GRIT by Concrete Service Materials Co., 630 East Elm St., Conshohocken, Pennsylvania 19428, Tel: 610-825-4541 or approved equal.

a. The concrete shall be properly placed and screeded. The concrete shall be darried or bull floated and time allowed for the surface water to disappear, leaving the concrete slightly firm, with steel trowel finish, as approved by the engineer.

b. Silicon Carbide shall be broadcast lightly and evenly over the surface at a rate of approximately 6 lbs. per 100 sq. ft. Application rate as determined by the Engineer.

- c. The Silicon Carbide shall then be floated into the surface of the concrete. The slab shall then be steel trowel finished to the specified finish, as approved by the engineer.

C. CURING AND SEALING MATERIALS

1. Moisture-Retaining Cover:

As per Subsection 2.14.2, Membrane Curing Type 1-D Clear or Translucent with Fugitive Dye, as approved by Engineer.

2. Acid Washed "Limestone" Finish:

All surfaces of cast-in-place concrete shall be finished with an Acid Washed "Limestone" finish. Use muriatic acid and hot-water solution, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces to a light "limestone" finish.

Concrete shall be cured for a minimum of one week, until saturated-surface-dry, prior to application of acid wash. Prior to application of acid wash, concrete surfaces shall be wetted down with water until damp, but with no puddling or pooling of water.

A 10% muriatic acid solution shall be applied evenly across the surface. Reaction shall be allowed to complete, with mechanical assistance (sponge, broom) as required. After completion of reaction (approximately 2-20 minutes depending on conditions), acid shall be diluted or neutralized and thoroughly washed off.

Finish level shall be reviewed in conjunction with Engineer, and acid wash shall be reapplied as needed to produce light "Limestone" finish as approved by Engineer. Concentration of solution can be increased by 5% or 10% increments if required during subsequent applications.

All procedures, scheduling, and timing shall be selected in accordance with weather conditions and in conjunction with review by Engineer. Protect surrounding finishes, hardware, connections, sealants, trees, and vegetation from acid wash.

3. Clear Sealer for Concrete Surfaces:

Provide water based formulation, clear (non-yellowing), concrete sealer "Repello" as manufactured by L.M. Scofield Co.; or similar product by Euclid Chemical Co.; Grace Construction Products; or an approved equal manufacturer. Sealer shall be compatible with coloring and acid etching agents to be used for concrete finishing.

D. SAMPLES:

1. Samples for Initial Selection: submit sample 12"x12"x4" castings of integrally colored concrete with correct aggregate,

non-slip material, and acid washed "limestone" finish as needed for selection by Engineer.

2. Samples for Verification: submit two samples, 12"x12"x4" minimum, of concrete formed and cast in place, one each to represent required horizontal and vertical cast-in-place integrally colored concrete with correct aggregate (horizontal sample to include required non-slip material). Both samples are to include acid washed "limestone" finish and sealer. Samples are to be used as control sample and basis of mockup (below), as directed by Engineer.

- E. MOCKUP: After sample approval but before production of finished concrete, construct full-sized mockup for verification by Engineer to demonstrate aesthetic effects and set quality standards for materials and execution. Mockup to be actual size samples - a minimum 4' wide by 4' long and thickness equals to that of the proposed construction. Mockups to include at a minimum: one (1) stair tread-riser combination, one (1) horizontal landing-type surface, one (1) vertical parapet-/wall-type surface, two (2) inset concrete letters in a vertical surface (see Item 6.86 CIP), two (2) inset bronze letters in a horizontal surface (see Item 6.86 CBL), and two (2) inset bronze letters in a vertical surface (see Item 6.86 CBP). Mockups shall include coloring agent, aggregate mix, and finishing, and Contractor shall confirm set times for surface retarder application in order to achieve optimal "Limestone" acid washed finish as approved by Engineer.

Prior to commencing mockup, Contractor shall submit, for review by Engineer, a narrative describing all placement and finishing methods to be used for the cast-in-place concrete. Narrative shall include confirmation of finish methods, procedures, and timing for finish applications, curing, jointing and sawcutting, and treatments, for all concrete types and for both vertical and horizontal surfaces.

- F. STAY-IN-PLACE METAL FORMS. Stay-in-place metal forms shall be provided where indicated on the plans. Prior to their placement, the Contractor shall submit for approval details of the stay-in-place forms including material gage, depth, and details of the formwork installation. The submission shall also include the product manufacturer's verification of the ability of the forms to support the superimposed loads.
- G. Expansion and contraction joints shall be provided in the shape and manner, and as located on the plans. Expansion and contraction joints shall be constructed by saw cutting grooves in the concrete as soon as the concrete has hardened sufficiently to permit sawing without raveling and before uncontrolled shrinkage cracking takes place.

H. The proposed methods and equipment used for concrete placement shall be submitted in the Construction Report required under Item 5.37.

4.06S.3. MEASUREMENT. The quantity of Concrete in Structures, Class A-40, Stairs and Landings; and Parapets and Pilaster to be measured for payment shall be the number of cubic yards satisfactorily installed, complete, and measured in place and strength deficiencies in accordance with Section 5.04, in the Standard Highway Specifications.

4.06S.4. PRICES TO COVER. The contract price per cubic yard for Concrete Class A-40, in Stairs and Landings shall cover the cost of all labor, materials, equipment, insurance, satisfactory production of mockups, and incidentals required to furnish and construct the concrete structure complete in full compliance with the requirements of the specifications, and to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required.

The contract price per cubic yard for Concrete Class A-40, in Parapets and Pilasters shall cover the cost of all labor, materials, equipment, insurance, satisfactory production of mockups, and incidentals required to furnish and construct the concrete structure complete in full compliance with the requirements of the specifications, and to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required.

Steel reinforcement used in the construction of the stairs and landings is to be paid for under Item. 4.14, Steel Reinforcement.

Payment will be made under:

Item No.	Description	Pay Unit
4.06 PP	CONCRETE IN STRUCTURES, CLASS A-40, PARAPETS AND PILASTERS	C.Y.
4.06 SL	CONCRETE IN STRUCTURES, CLASS A-40, STAIRS AND LANDINGS	C.Y.

SECTION 5.37
Construction Report

5.37.1. Intent. The intent of this Section is to prepare construction reports that document the results of existing conditions and pre-construction investigations as prescribed herein; summarize the effects of construction activities on structures located within the influence line of work to be performed under this project to ensure that the Contractor's proposed construction methods do not create or aggravate any potentially dangerous conditions.

In order to ascertain the effects of construction, the Contractor will be required to retain the services of a qualified firm with experience in structural engineering, soil mechanics, foundations, wall shoring and support systems, and evaluation of the effect of construction on buildings and other structures, effects of dewatering and the associated movement of soil due to dewatering and the effect of vibrations on structures.

Structures located within the influence line of work are the four buildings directly adjacent to the step street as indicated on the contract drawings, including existing walls, columns, stairs in public and private properties that will remain upon completion of the contract.

5.37.2. Special Experience Requirements. Within thirty (30) days of the award of this contract, the Contractor shall submit to the Commissioner qualifications of the firm it proposes to provide the engineering services described in this section. The proposed engineering firm must meet the following special experience requirements:

- (1) Such firm must, within the last three (3) consecutive years, have successfully provided engineering services similar to the services described in this section on a minimum of two
- (2) comparable projects.

Compliance with such special experience requirements will be determined solely by the Commissioner. Once a firm is approved, no substitution will be permitted, unless the Commissioner has approved the qualifications of the proposed replacement in writing in advance. If the qualifications of the proposed firm are not acceptable, the Contractor shall submit the qualifications of another proposed firm within fifteen (15) days of notice to do so.

5.37.3. Submissions.

- (1) Pre-Construction Report

Upon approval and prior to construction, the chosen firm (hereinafter referred to as the firm) shall submit six (6) copies of a report incorporating their findings and recommendations. The

report shall be prepared by or under the immediate direction of a New York State Licensed Professional Engineer as evidenced by the imprint of his seal and signature on the document. The report shall include but not be limited to the following:

- a. Proposed investigation to be performed to obtain information to determine the need for a Temporary Wall Support System (Item 9.10 WSS). The Contractor shall review the General Notes on the plans, the requirements of Section 9.10WSS and submit the means, methods and equipment required to obtain the details of the existing retaining walls in areas of deep voids identified on the plans. Upon approval of the means and methods the Contractor shall perform the investigation.
- b. The findings from the investigation shall be incorporated in the Pre-Construction Report and include the determination for the need to provide temporary support for the existing retaining walls.
- c. A detailed description of the Contractor's proposed methods for the reconstruction of the step street including the following:
 - 1) sequencing of demolition and reconstruction of the concrete parapets, steps and landings; and
 - 2) equipment to be used for concrete demolition and removals.
 - 3) Proposed methods and equipment to be used for concrete placement under Sections 4.06 and 4.06 S.
- d. The proposed number, locations, make and model of prisms that shall be installed on the adjacent buildings and that are to be monitored by field survey as required under Item 9.71 WAD.
- e. A condition inspection survey of the interior and exterior (including photographs and videotapes as required) of all buildings and/or structures that may be affected by the proposed method of construction and the Contractor's activities and operations.
- f. A definition of the "radius of influence" that the proposed step street reconstruction and other construction activity will impact on the surrounding soil.
- g. A definition of the limits of horizontal and vertical movement each building and/or structure directly adjacent to the project limits can tolerate without damage to the structural integrity of that building and/or structure.
- h. A complete study of the vibrations that each building can tolerate along with the anticipated vibrations promulgated

by the construction methods, taking into account the age and condition of the buildings.

- i. A statement that the limits of movement and vibrations as defined in (d) and (e) above will not be exceeded as a result of the proposed method of construction.

The report shall include all field notes, measurements and photographs and videotapes, as required, of the existing conditions of each of the buildings which may be aggravated by the proposed reconstruction of the step street and shall include a visual inspection of the interior and exterior of all buildings and utilities within the adjacent area of the construction activity. A view of each exterior face of the building and/or structure is required. Interior photographs, including basement/cellar levels shall be taken to show any existing cosmetic or structural damage on buildings. The Contractor shall install gages to monitor the cracks during the construction. The gages shall be able to determine crack opening or closing to the nearest one-sixteenth of an inch.

Applications for consents to enter buildings for the purpose of inspection shall state that the inspection is necessary to ensure the structural integrity of the building. One counterpart of each consent, duly signed and acknowledged by the owner or one of the owners, executors or administrators for himself and for his agents, lessee and any other persons who shall have a vested or contingent interest in the building, or notice of refusal if consent is not obtained shall be filed with the Engineer at least ten (10) days before the commencement of work which affect the building or structure.

The report shall also include recommendations or comments regarding any potentially dangerous and/or unsafe conditions uncovered along with all other additional information required pursuant to other sections of the Specifications.

All results of the building or structure examinations shall be incorporated into the Pre-Construction Report.

No work may begin until the NYCDDC has accepted the pre-construction report. This pertains to all contract work and no exceptions will be allowed unless otherwise stated in these specifications.

(2) Reports During Construction

Results of Test Pit Investigations: Submit a report summarizing the results of Test Pits dug under Item 7.16 D for the determination of the configuration and elevation of existing wall retaining walls and their footings. The report shall include photographs, detailed sketches with dimensions and elevations. The Report shall be prepared by a Professional Engineer licensed in the State of New York as evidenced by his stamp and signature. The report shall be

used by the Engineer to finalize the design of the proposed new retaining walls.

Monitoring Reports: The firm will be required to perform monitoring during construction activity and submit reports to the Engineer as required or as directed by the Engineer. These reports shall include sketches noting the location of all monitoring points. Should any of the criteria set forth in the Pre-Construction Report be exceeded, the Engineer shall be notified immediately. Monitoring shall include but not be limited to the following:

(A) Monitoring Settlement and Vibration

Survey Monitoring and Visual Inspection of Existing Buildings shall be performed and paid under Item 9.71 WAD.

Vibration Monitoring of Existing Buildings shall be performed and paid under Item 9.71 WBB.

(3) Post Construction Report

Within 30 days of the completion of all work that necessitated monitoring the chosen firm shall prepare a report detailing the results of the monitoring program. The report shall include a comparison of all assumptions and field-measured values. Should there be excessive discrepancies between the two; an explanation shall be presented within the report. This report shall include sketches of all monitoring points.

5.37.4. Responsibilities of the Contractor. Prior to bidding the Contractor shall examine the site and available subsurface inspection information and formulate methods of investigations and construction that will not result in any damage to existing structures. Should the Contractor lack the expertise in evaluating the effects of his construction methods he should prepare his bid in consultation with an experienced firm or authority. In any event, the Contractor will be held liable for any damage to any existing structures due to his construction methods. In addition, should the results of a Pre-Construction Report indicate that damage will result from his proposed construction methods, the Contractor will be required to amend his means and methods in accordance with the Pre-Construction Report, at no additional cost to the City.

5.37.5. Price to Cover.

The contract price for the Construction Report shall be a Lump Sum Price and shall include the cost of all labor, materials, plant, equipment, and insurance as necessary or required to prepare the Pre-construction Report, including all preliminary investigations, building examinations, providing and installing prisms for monitoring, preparation of Reports During Construction and a Post Construction Report and all other work incidental thereto all in accordance with the specification and as directed by the Engineer.

Payment for this work shall be made under the appropriate Bid Item and proportional to the work completed as follows:

Acceptance of Pre-Construction Report	50%
Acceptance of Reports During Construction	20%
Acceptance of Post-Construction Report	30%

No separate or additional payment will be made for compliance with the requirements of the Construction Report including, but not limited to, any modification to the Contractor's means and methods of construction.

Payment will be made under:

Item No.	Description	Pay Unit
5.37	CONSTRUCTION REPORT	L.S.

SECTION 6.31 P

Precast Concrete Bicycle Channel, Bench and Coping

6.31P.1. DESCRIPTION

The Work of this Section includes all labor, materials, equipment and services necessary to complete the following precast concrete items:

Item 6.31 PBC: Provide Precast Concrete Bicycle Channel and accessories as indicated on Contact Drawings, specified herein, and as needed for a complete and proper installation.

Item 6.31 PBN: Provide Precast Concrete Benches with Wall Panel and accessories as indicated on Contact Drawings, specified herein, and as needed for a complete and proper installation.

Item 6.31 PCC: Provide Precast Concrete Coping and accessories as indicated on Contact Drawings, specified herein, and as needed for a complete and proper installation.

6.31P.2. REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

- A. American Concrete Institute (ACI).
- B. Concrete Reinforcing Steel Institute (CRSI).
- C. Precast Concrete Institute (PCI).
- D. American Society for Testing and Materials (ASTM).
- E. New York City Department of Transportation Standard Highway Specifications; November 2010 or latest edition.

6.31P.3. SUBMITTALS

Submit the following product information:

1. Materials list of items proposed to be provided under this Section.
2. Manufacturer's specifications and other data required to verify compliance with the specified requirements.
3. Laboratory tests reports, by a qualified independent testing laboratory, as specified in Subsection 6.31P.11. titled "SOURCE QUALITY CONTROL"; or Precast Concrete Institute (PCI) or Concrete Specifications Institute (CSI) certification.

- a. Source Quality Control testing will be waived if the casting plant is PCI or CSI certified. Submit documentation of PCI or CSI Plant Certification Program in order to obtain a written waiver from the Engineer, and include copies of material test reports for completed projects indicating compliance of Precast Concrete with ASTM C1364.
4. Qualification Data: For manufacturer, installer and test laboratory as specified in Subsection 6.31P.4 "Quality Assurance" to demonstrate their capabilities and experience. Include lists of at least five (5) completed projects with project names and addresses, names and addresses of architect(s) and owner(s), and other information specified.
5. Shop Drawings, to scale, showing complete information for fabrication and erection of the Work of this Section, including, but not limited to:
 - a. Show fabrication and installation details for Precast Concrete. Include dimensions and cross sections; details, locations, size, type of reinforcement and anchorages, including special reinforcement and lifting devices necessary for handling and erection. Indicate finished faces.

Include plans and elevations showing layout of units and locations of proposed joints and anchors including structural steel brackets and plates used in the construction of the precast concrete benches.
 - b. Erection procedures, sequence of erection, and required handling equipment.
 - c. Layout, dimensions, and identification of each precast unit corresponding to the sequence and procedure of installation.
 - d. Details of inserts, connections, and joints, including accessories.
 - e. Location and details of anchorage devices that are to be embedded in other construction.
6. Product Certification: Air-entraining admixture certified by the manufacturer to be compatible with other admixtures used.
7. Samples
 - a. Precast Concrete Units:

- 1) Samples for Initial Selection of Precast Concrete Color, Finish, and Exposed Aggregate: For each specified color and texture, submit manufacturer's standard, special, and custom colors representative of the 5 available colors in a range contiguous to the color originally selected and specified. Submit 2 samples for each color. Submitted samples shall be at least 6 inches square
- 2) Precast Concrete Bicycle Channel: submit two samples of each of the following (for a total of four samples):
 - 1' - 3-1/4" wide x 9" thick along edges/ 7-3/4" thick within channel (for use along stairway); and,
 - 1' - 3-3/4" wide x 6" thick (for use on the landings). "Landing" samples (6" thick) to include termination detail.

Each sample shall be a length suitable for installation into the finished construction. The samples shall show quality, texture, and color of the proposed finish and profile.

- 3) Precast Concrete Benches: submit two samples of each of bench and wall panel (including 1 letter), with attachment hardware. Each sample length shall be suitable for installation into the finished construction if approved. The samples shall show quality, texture, and color of the proposed finish and profile.
 - 4) Precast Concrete Coping: submit two samples showing quality, texture, and color of the proposed finish and profile of the dimensions indicated on the plans for each of the following:
 - a) Low Wall Coping
 - b) Transverse Wall Coping
 - c) Parapet Coping
 - e) Pilaster Coping
- b. Samples for Initial Selection of Mortar Color: Submit the full range of colors available. Where mortar color is to match existing, provide proposed colors.
- c. Samples for Verification of Mortar Color: For each mortar color required, submit the full range expected in the finished construction. Make samples using the

same ingredients to be used on Project. Label samples to indicate type and amount of colorant used.

- d. Submit two samples each of structural steel brackets, plates, anchorages, and other attachments and accessories.
- e. Acceptable full size samples may be incorporated in the construction.
- f. Review of samples by the City will be for color, texture, fit of segments and general condition only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

8. Design Data and Concrete Mix Design

- a. Submit manufacturer's engineering calculations for each condition of pre-cast concrete installation condition, loading, applied external forces, and use. Calculations shall be signed and sealed by a Professional Engineer licensed in the State of New York.
- b. Submit a mix design for each strength and type of concrete. Include a complete list of materials including type; brand; source and amount of cement, and admixtures; and applicable reference specifications for each condition of proposed use. Mix design shall be signed and sealed by a professional engineer licensed in the State of New York.

6.31P.4. QUALITY ASSURANCE

A. Installers Qualifications

A firm with at least 3 years experience in installing Precast Concrete units of a type and quantity similar to those indicated for this Project.

Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

B. Manufacturer Qualifications

A supplier experienced in manufacturing Precast Concrete units similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to manufacture required units. See Subsection 6.31P.3.4, above.

- C. Testing Laboratory Qualifications: An independent testing laboratory qualified according to ASTM E329 to conduct the testing specified, as documented according to ASTM E548. See Subsection 6.31P.3.3, above.
- D. Source Limitations for Precast Concrete: Obtain Precast Concrete units through one source from a single manufacturer.
- E. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

6.31P.5. DELIVERY, STORAGE AND HANDLING

- A. Deliver the Work of this Section to the job site in such quantities and at such times as to assure the continuity of construction; carefully pack or crate and/or off-load to prevent damage.
- B. Store units at the job site in a manner to prevent cracking, distortion, warping, staining, and other physical damage, and in a manner to keep markings visible.
- C. Lift and support the units only at designated lifting points or supporting points as shown on the approved Shop Drawings.
- D. Any units damaged before final acceptance shall be replaced.
- E. Patching of units will not be acceptable.
- F. Pack, handle, and ship Precast Concrete units in suitable packs or pallets, with required blocking.
 - 1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move Precast Concrete units, if required, using dollies with wood supports.
 - 2. Store Precast Concrete units on wood skids or pallets with non-staining, waterproof covers. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.
- G. Store installation materials on elevated platforms, under cover, and in a dry location.
- H. Store mortar aggregates where grading and other required characteristics can be maintained and contamination avoided.

6.31P.6. PRECAST CONCRETE MATERIALS

- A. General: Comply with ASTM C1364 and the following:
- B. Portland Cement: ASTM C150, Type I, white, containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C33; gradation as needed to produce required textures.
- D. Fine Aggregates: Manufactured or natural sands complying with ASTM C33, gradation as needed to produce required textures.
- E. Coloring Admixture for Precast Concrete Coping/Cap, Bike Channel and Bench: ASTM C979, synthetic mineral-oxide pigments or colored water-reducing admixtures, temperature stable, non-fading, and alkali resistant.
- F. Air-Entraining Admixture: ASTM C260, certified by the manufacturer to be compatible with other admixtures used.
 - 1. Add to wet-cast process mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 5 to 7 percent. For dry-cast process mixes, it is only required if needed to meet the freeze-thaw resistance criteria.
- G. Other Admixtures: ASTM C494.

6.31P.7. PRECAST CONCRETE UNITS

- A. Provide Precast Concrete units complying with ASTM C1364.
 - 1. Compressive Strength: At 28 days after manufacture, not less than 6500 psi, when tested in accordance with Test Method ASTM C1194.
 - 2. Absorption, Cold Water: At 28 days after manufacture, not greater than 6%, when tested in accordance with Method A, Cold Water of Test Method ASTM C1195.
 - 3. Absorption, Hot Water: At 28 days after manufacture, not greater than 10%, when tested in accordance with Method B, Boiling Water Test of Test Method ASTM C1195.
 - 4. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C666, Procedure A, as modified by ASTM C1364.

5. Fabricate the Work of this Section to the sizes and shapes indicated, and of texture matching the approved Samples.
 6. Provide finished units that are straight and/or curved, true to size and shape, and within the specified casting tolerances. See Subsection 6.31P.7. E., below.
 7. Make exposed edges sharp, straight, and square, unless indicated otherwise. Make flat surfaces into a true plane.
 8. Warped, cracked, broken, spalled, stained, and otherwise defective units will not be acceptable.
 9. Place and secure in the forms all anchors, clips, stud bolts, inserts, lifting devices, shear ties, and other devices required for handling and installing the precast units and for attachment of subsequent items as indicated or specified.
- B. Reinforce units as indicated and as required by ASTM C1364. Use epoxy-coated reinforcement.
- C. Fabricate units with sharp arris and details accurately reproduced with indicated texture on all exposed surfaces, unless otherwise indicated. Match existing units in texture, color and shape where units are being replaced. Take all molds as necessary.
1. Slope exposed horizontal surfaces at least 1:12, unless otherwise indicated in the plans.
 2. Provide drips on projecting elements, unless otherwise indicated.
- D. Colors and Textures
1. Precast concrete units shall be integrally colored using pigment admixture as specified and as approved by the Engineer, for each unit type/condition of use. The color admixture shall be a single component, pigmented, water reducing admixture such as "Chromix Admixture" as manufactured by L.M. Scofield Co., or approved equal made by Davis Colors or Lehigh Cement or other approved manufacturer.
 - a. Color of cured concrete mix shall be L.M. Scofield's No. 0288 Autumn Beige as approved by the Engineer.

- b. See Section 6.31P.3.7.a.1. "Samples for Initial Selection of Precast Concrete Color and Finish", above.
2. Color shall be uniform for each unit and consistent for all units.
3. Exposed-face surfaces of precast concrete units shall be finished with Acid-Etched "Limestone" finish: Use acid and hot-water solution, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces. Protect hardware, connections, and insulation from acid wash.
 - a. See section "Samples for Initial Selection of Precast Concrete Color and Finish" above for selection of exposed aggregate selection as approved by the Engineer, in consultation with the City's Architect.
4. Finish shall be uniform for each unit and consistent for all units

E. Casting tolerances

Maintain casting, bowing, warping, and dimension tolerance below the following maximums:

1. Overall dimension for height and width of units: Plus zero, and minus 1/16" of unit length.
2. Make thickness of units plus or minus 1/8" maximum.
3. Bowing or warping: Do not exceed 1/360 of the length.
4. Insert locations: Place within plus or minus 1/4" in each direction.

F. Cure and finish units as follows:

1. Cure units in totally enclosed curing room under dense fog and water spray at 95 percent relative humidity for a minimum of 24 hours. Follow PCI recommendations.
2. Yard cure units until the sum of the mean daily temperatures for each day equals or exceeds 350°F.
3. Acid etch units to remove cement film from surfaces indicated to be finished.

6.31P.8. MORTAR MATERIALS

- A. Portland Cement: ASTM C150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color, white, or a blend to produce mortar color indicated.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Aggregate: ASTM C144.
 - 1. White-Mortar Aggregates: Natural, white sand or ground, white stone.
- D. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts. No liquid colorants shall be permitted. Use only pigments with record of satisfactory performance in masonry mortars.
- E. Water: Potable.

6.31P.9. MORTAR MIXES

- A. Setting Mortar: Comply with ASTM C 270, Proportion Specification, Type S.
 - 1. Limit cementitious materials to Portland cement and lime. The use of masonry cement is not permitted.
 - 2. Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1:10, by weight.

6.31P.10. ACCESSORIES

- A. Steel brackets and plates used in bench construction shall be galvanized ASTM A36 structural steel meeting the applicable requirements of Sections 2.34-Galvanizing and 2.35-Structural Steel, respectively, as specified in the NYCDOT Standard Highway Specifications and as amended herein.
- B. Reinforcement: Deformed steel bars complying with ASTM A615/A615M.
 - 1. Epoxy Coating: ASTM A775/A775M.
- C. Anchors, pins and Inserts: Fabricated from stainless steel complying with ASTM A276 or ASTM A666, Type 304.

- D. Dowels: Round stainless-steel bars complying with ASTM A276, Type 304, 1/2-inch diameter.
- E. Dowel Grout Material: Epoxy bolt fill shall be one of the following products or an approved equivalent:
 - a. Sonneborn Epo-Grip and Epo-Gel Epoxy system manufactured by Sonneborn, Shakopee, MN;
 - b. PG-2089 manufactured by Permagile Corp., Plainview, N.Y.;
 - c. Sure Anchor I (J-51) manufactured by Dayton Superior Kansas City, KS;
 - d. Dural Fast Set Epoxy Gel manufactured by Tamms Industries Kirkland, IL;
 - e. Polytops Fast Set Epoxy manufactured by ChemMasters Madison, OH.
- F. Job-Mixed Detergent Solution: Solution of 1/2 cup of dry-measure tetrasodium polyphosphate and 1/2 cup of dry-measure laundry detergent dissolved in 1 gal. of water.
- G. Sealant
 - 1. Sealant - Joint Sealers, as applicable for vertical joints and for horizontal joints.
 - 2. Bond breaker tape - Joint Sealers.

6.31P.11. SOURCE QUALITY CONTROL

- A. Employ an independent testing laboratory to sample and test Precast Concrete according to ASTM C1364 and the specific test methods specified in Subsection 6.31P.7. titled "PRECAST CONCRETE UNITS".

Include testing for:

- 1. Compressive Strength in accordance with Test Method ASTM C1194. Test units from each 100 ft³ of Precast Concrete.
- 2. Absorption, Cold Water and Hot Water, in accordance with Test Method ASTM C1195. Test units from each 500 cubic feet of Precast Concrete.
- 3. Resistance to Freezing and Thawing in accordance with Test Method ASTM C666, Procedure A. Test one unit from each Precast Concrete mixture design.

- B. If test specimens fail, the specimens and the entire 100 cubic feet lot they came from shall be rejected and shall not be used in the project.
- C. The requirements for Source Quality Control testing may be waived by the Engineer if the casting plant is PCI or CSI Certified. See Subsection 6.31P.3 titled "SUBMITTALS" for certification and other submittals required.

6.31P.12. EXAMINATION

- A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance and appearance of Precast Concrete coping.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

6.31P.13. INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate accommodation with the Work of this Section.
- B. Set Precast Concrete as indicated on Drawings. Install galvanized steel brackets, plates, anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
- C. Drench units with clear water just before setting.
- D. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Anchors shall be set in substrate with non-shrink grout.
 - 1. Fill dowel holes and anchor slots with mortar.
 - 2. Fill collar joint solid as units are set.
- E. After units are set in or on the wall they shall have all top surfaces covered and protected from the elements at the close of each day's work and shall be kept covered and protected until all the Work is completed.
- F. Plastic or hard rubber buttons shall be used in setting large units to sustain the weight until mortar has set.
- G. All joints in units shall be raked out 3/8" deep and shall be filled with joint sealer, (after bond breaker

tape) as specified in Subsection 6.31P.10. titled "ACCESSORIES".

H. Expansion Joints

Provide expansion, control, and pressure-relieving joints of widths and at locations indicated and/or approved.

Provide expansion joints at the spacing indicated on the drawings and with a maximum spacing of approximately 40 feet on center. Match joint spacing with parapet/retaining wall expansion joints.

Provide filler seal, bond breaker tape, and joint sealers at expansion joints where indicated on the Drawings and where required for proper installation.

Keep joints free of mortar and other rigid materials.

I. Protect mortar and Precast Concrete units from freezing during construction and maintain an ambient temperature for Precast Concrete work of at least 32°F for a period of at least 72 hours.

At 40°F and below, heat water or sand to a minimum of 70°F and to maximum of 160°F.

At 32°F and below, heat mixing water and sand to a minimum of 70°F and to maximum of 160°F.

Do not use admixtures to lower the freezing temperature of the mortar.

J. Discrepancies

1. Immediately notify the Engineer.

2. Do not proceed until fully corrected.

6.31P.14. INSTALLATION TOLERANCES

A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet or 1/4 inch in 20 feet or more.

B. Variation from Level: Do not exceed 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 3/8 inch maximum.

C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches or one-fourth of nominal joint width, whichever is less - including joints on curved segments.

- D. Variation in Plane between Adjacent Surfaces (Lipping):
Do not exceed 1/16-inch (1.5-mm) difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.

6.31P.15. FIELD QUALITY CONTROL

- A. If there is evidence that the strength of Precast Concrete units may be deficient or may not comply with the specified requirements, the City may employ an independent testing laboratory to obtain, prepare, and test cores drilled from hardened Precast Concrete units to determine the compressive strength according to ASTM C 42. Include in the bid, a minimum of two units to be field tested and destroyed. If the units are found to be defective, other units will be tested and replaced at no cost to the Owner.
1. Allow the Contractor's testing laboratory access to material storage areas. Provide samples of materials and concrete mixes as may be requested for testing and evaluation.
 2. A minimum of three representative cores will be taken from units of suspect strength, from locations directed by the Engineer.
 3. Cores will be tested in an air-dry condition.
 4. The strength of the Precast Concrete for each series of two cores will be considered satisfactory if the average compressive strength is equal to at least 85 percent of the 28-day design compressive strength and no single core is less than 75 percent of the 28-day design compressive strength.
 - a. Test results will be made in writing on the same day that tests are performed, with copies to the City, Contractor, and Precast Concrete fabricator. Test reports will include the following:
 - b. Project identification name and number.
 - c. Date when tests were performed.
 - d. Name of Precast Concrete fabricator.
 - e. Name of testing laboratory.
 - f. Identification letter, name, and type of Precast Concrete unit or units represented by core tests; design compressive strength; type of break;

compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of Precast Concrete as placed.

- B. Defective Work: Precast Concrete units that do not comply with the specified requirements, including compressive strength, manufacturing tolerances, and finishes, are unacceptable. The Contractor shall remove and replace defective Work with Precast Concrete units that comply with the specified requirements at no cost to the Owner.
- C. Additional testing, at Contractor's expense, will be performed as directed by the Engineer to determine compliance of corrected Work with specified requirements.

6.31P.16. ADJUSTING AND CLEANING

- A. Remove and replace stained and otherwise damaged units and units not matching approved Samples.
- B. Replace units in a manner that results in Precast Concrete matching approved Samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean Precast Concrete as work progresses. Remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, and after completion of other work liable to damage or soil Precast Concrete units, clean exposed Precast Concrete as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
 - 3. Clean in conjunction with the cleaning of all other masonry work. Do not clean in temperature below 50 degrees F. Clean by scrubbing with soap powder and water, applied vigorously with stiff fiber brushes, adding clean, sharp, fine, white sand to the soap and water mixture where necessary. After scrubbing, drench all surfaces of the Precast Concrete units thoroughly with clean water. The use of sand blast, wire brushes; or acids of any kind will not be permitted under any circumstances for the cleaning of Precast Concrete

Work: Start the cleaning operation at the top of the structure and proceed downward.

6.31P.17. MEASUREMENT

- A. The quantity to be measured for payment for Precast Concrete Bicycle Channel shall be the number of linear feet (measured to the nearest linear foot) actually installed to the satisfaction of the Engineer, measured end to end.
- B. The quantity to be measured for payment for Precast Concrete Benches with Wall Panel shall be the number of linear feet (measured to the nearest linear foot) of benches actually installed to the satisfaction of the Engineer, measured end to end. There will be no separate measurement for the precast wall panel; the wall panel length is inclusive with the benches.
- C. The quantity to be measured for payment for Precast Concrete Coping shall be the number of cubic yards of precast concrete coping actually installed to the satisfaction of the Engineer.

6.31P.18. PRICES TO COVER

The contract prices bid per linear foot for Precast Concrete Bicycle Channels shall cover the cost of all labor, material, equipment, insurance, and incidental required to complete the work in accordance with the plans, the specifications and directions of the Engineer. The prices bid shall include, but not be limited to, furnishing the specified Precast Concrete Units in the color, size, configuration, and quality stipulated herein, installing the specified Precast Concrete Units in accordance with the Contract Drawings, furnishing and installing mortar setting beds, expansion joints, epoxy coated steel reinforcement, furnishing and installing galvanized steel brackets and plates, stainless steel anchors, pins, dowels and inserts, joint tooling, final cleaning, expansion joint material, coordination with other trades - including railing, lamppost and drainage installation, preparation of shop/assembly drawings, providing samples, delivery, off-loading, storing and protecting, providing laboratory facilities and testing as stipulated herein and all other work incidental thereto.

The contract prices bid per linear foot for Precast Concrete Benches with Wall Panel shall cover the cost of all labor, material, equipment, insurance, and incidental required to complete the work in accordance with the plans, the specifications and directions of the Engineer. The prices bid shall include, but not be limited to, furnishing the specified Precast Concrete Units in the color, size, configuration, and quality stipulated herein, installing the specified Precast Concrete Units in accordance with the Contract Drawings, furnishing and installing mortar setting beds, expansion joints, epoxy coated steel reinforcement, furnishing and installing

galvanized steel brackets and plates, stainless steel anchors, pins, dowels and inserts, joint tooling, final cleaning, expansion joint material, coordination with other trades - including railing, lamppost and drainage installation, preparation of shop/assembly drawings, providing samples, delivery, off-loading, storing and protecting, providing laboratory facilities and testing as stipulated herein and all other work incidental thereto.

The contract prices bid per cubic yard for Precast Concrete Coping shall cover the cost of all labor, material, equipment, insurance, and incidental required to complete the work in accordance with the plans, the specifications and directions of the Engineer. The prices bid shall include, but not be limited to, furnishing the specified Precast Concrete Units in the color, size, configuration, and quality stipulated herein, installing the specified Precast Concrete Units in accordance with the Contract Drawings, furnishing and installing mortar setting beds, expansion joints, epoxy coated steel reinforcement, furnishing and installing galvanized steel brackets and plates, stainless steel anchors, pins, dowels and inserts, joint tooling, final cleaning, expansion joint material, coordination with other trades - including railing, lamppost and drainage installation, preparation of shop/assembly drawings, providing samples, delivery, off-loading, storing and protecting, providing laboratory facilities and testing as stipulated herein and all other work incidental thereto.

The cost of the precast wall panel is included in the linear price bid for precast benches.

Payment will be made under:

Item No.	Description	Pay Unit
6.31 PBC	Precast Concrete Bicycle Channel	Linear Feet
6.31 PBN	Precast Concrete Bench with Wall Panel	Linear Feet
6.31 PCC	Precast Concrete Coping	Cubic Yard

SECTION 6.34 A
Temporary Chain Link Fence, 8' -0" High

6.34A.1. DESCRIPTION. The Contractor shall furnish and install Temporary Chain Link Fence, 8' -0" High, with top and bottom tension wires and with gates, at locations shown on the contract drawings or as directed by the Engineer.

6.31A.2. MATERIALS AND METHODS. All materials and methods shall be done in accordance with the applicable requirement of the Item 6.34 CC under Section 6.34, Chain Link Fence, in the Standard Highway Specifications, as amended below.

Temporary chain link fence with gates shall be eight (8') foot high in compliance with the requirements of the New York City Department of Transportation's Standard Details of Construction Drawing No. H-1009. Any fence and gate not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense. The Contractor shall maintain the fence with gates during the life of the contract and shall repair/replace all members that are disturbed, damaged or destroyed. Gates shall be equipped with locks and 3 sets of keys which shall be given to the Engineer. Fence and gates shall become the Contractor's property when the Contract work is completed and shall be removed from the site when so directed by the Engineer.

6.34A.3. MEASUREMENT. The quantity of Temporary Chain Link Fence, 8' -0" High, to be measured for payment shall be the number of linear feet of temporary chain link fence with gates satisfactorily installed, complete, measured in place, from center to center of end posts and removed as directed by the Engineer.

Payment will be made for Temporary Chain Link Fence with gates only for the initial installation at any location. Whenever they are moved to a new location, as required by the Contract Drawings or as directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement or rearrangement of the temporary chain link fence with gates within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

No payment will be made: for movements of temporary chain link fence with gates made for the Contractor's convenience; for movement of temporary chain link fence with gates at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary chain link fence with gates at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary chain link fence with gates between initial installations.

6.34A.4. PRICES TO COVER. The unit prices bid for Item No. 6.34 ADT, Temporary Chain Link Fence, 8' -0" High, shall be a unit price per linear foot and shall cover the cost of all labor,

materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence with gates in their entirety as shown in the Contract Drawings and as directed by the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.34 ADT	TEMPORARY CHAIN LINK FENCE, 8' -0" HIGH	L.F.

SECTION 6.79 B
Ductile Iron Pipe Connection Drain

6.79B.1. INTENT. This section describes the construction of ductile iron pipe connection drain between basins, inlets, manholes, cleanouts, etc.

6.79B.2. DESCRIPTION.

(A) Ductile iron pipe connection drain shall be constructed with internally locked "Push-On" joints not requiring thrust blocks or tie rods, and laid on a compacted layer of Broken Stone, or encased in concrete where specified.

(B) Pipes shall be of the nominal inside diameter shown or specified.

(C) Dimensions of concrete encasement shall be as shown on the plans.

6.79B.3. MATERIALS.

(A) Ductile Iron Pipe shall be of the various sizes specified, shall be epoxy lined and in compliance with the requirements of the New York City Department of Environmental Protection, Standard Sewer Specifications, dated August 1, 2009, Section 2.06.

(B) Broken Stone shall be hard, roughly cubical in shape, unweathered stone uniformly graded from 1/4" to 3/4" in diameter, and shall conform to commercial 1/4" to 3/4" stone.

(C) All joints for Ductile Iron Pipe shall be "Push-On" joint types, meeting the requirements of ANSI Specification A21.11.

The joints shall be internally locked, not requiring thrust blocks or tie rods, and shall be made in accordance with manufacturer's instructions for assembling the type of joint furnished.

Push-on joints shall be the Super Bell-Tite Joint of Amstead Industries, the Tyton Joint of U.S. Pipe and Foundry Company, the Fastite Joint of the American Cast Iron Company or such other joint as may be approved as equal by the City. For each bell, there shall be furnished a rubber gasket.

(D) Concrete shall comply with the requirements of **Section 3.05** of the Standard Highway Specifications; Class B-32; Type IIA Portland cement; Type 1A sand, and Type 1, Grade B, or Type 2, Size No. 57 coarse aggregate.

(E) Mortar for joints shall comply with the requirements of **Section 3.07** of the Standard Highway Specifications, Type 1,

Mortar, except that the proportions shall be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

6.79B.4. METHODS.

(A) Excavation

Excavation for construction of pipe connections, on a minimum of six (6) inch thick broken stone base, or encased in concrete where specified, shall be made to the widths and depths required in accordance with the Standard Sewers Specifications of the NYC Department of Environmental Protection or as shown on the contract drawings. No pipe, or the broken stone therefore, or concrete for pipe encasement, shall be laid or placed until the subgrade of the trench shall have been tested and found correct.

(B) Bedding

Unless otherwise directed, the Ductile Iron Pipe Connection Drain shall be laid on a minimum of six (6) inch thick compacted layer of Broken Stone. The layer of Broken Stone shall be placed on the subgrade of the trench for its full width. The subgrade must be prepared to the proper grade so that the ductile iron pipe may be placed on the broken stone base accurately to line and grade in agreement with the plans, specifications and as directed by the Engineer. Broken Stone shall also be placed around the pipe to a depth of one-half (1/2) the outer diameter of the pipe and for the full width of the trench. The rest of the trench shall be backfilled and compacted as specified and directed by the Engineer.

(C) Laying

The pipe shall be laid with male ends toward the outlet. All pipes shall be laid true to line and grade, tightly fitted together and matched so that when laid in the work they will form a drain with a smooth and uniform invert. Unless a shorter length of pipe is required or otherwise permitted, not less than fifty (50) feet of piping shall be laid in one operation and the trench for each basin connection shall be fully excavated for its entire length before any pipes are laid therein. The Contractor shall provide ductile iron pipe fittings (Wyes, Tees, etc.) as required by the contract drawings, field conditions and as directed by the Engineer.

During the progress of the work the interior of the connections shall be cleared of all foreign matter and the exposed ends of pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude such materials. Dead ends of pipe shall be closed with bulkheads of brick masonry eight (8) inches in thickness.

(D) Joints

All joints for Ductile Iron Pipe shall be "Push-On" joints.

(E) Structures shall be installed as shown on the plans and in accordance with manufacturer's instructions.

Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plug in ends of uncompleted pipe at end of each day or when work stops.

(F) Fitting Into Reinforced Concrete Structures

Pipe connections shall not enter reinforced concrete structures less than twelve (12) inches from the top or bottom of the structure. The ends of pipes which enter the reinforced concrete structure shall be neatly cut to fit the inner face of the structure. When directed, such cutting shall be done before the pipes are built in.

Wherever the proposed connection is to connect with an existing structure in which there is a branch pipe which is damaged or of unsuitable size or in improper position, such pipe shall be removed and be replaced with a pipe of suitable size or be reset in the proper position.

(G) Backfilling

Immediately after the Engineer has inspected and approved the pipe laid, the trench shall be backfilled.

6.79B.5. MEASUREMENT. The quantity of Ductile Iron Pipe Connection Drain to be measured for payment shall be the number of linear feet of pipe of each size, kind and class incorporated in the work, complete, as shown, specified or required, including fittings, measured along the axis of the pipe installed.

Payment will be made from inside face of structure or pipe connection to inside face of structure or pipe connection, unless otherwise shown or specified in the contract documents.

6.79B.6. PRICES TO COVER. The contract price for "DUCTILE IRON PIPE CONNECTION DRAINS" shall be the unit price bid per linear foot for each size, kind and class of drain and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals necessary to construct the ductile iron pipe connection drains of the sizes and to the lines and grades shown including, but not limited to, earth excavation of all materials of whatever nature encountered (See NYCDEP Standard Sewer Specification, Section 4.03 - Earth Excavation); all sheeting and bracing; pumping; fluming; bridging; breaking down

and filling in of abandoned sewer appurtenances; connections; concrete cradles and encasements; broken stone bedding and encasements; joint materials; fittings and special pipe fittings when required (cleanouts, bulkheads, etc.); maintaining flow in drains; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans, specifications and standards, and as directed by the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.79 BA	2" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BB	3" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BC	4" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BD	6" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BE	8" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BF	10" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BG	12" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.

SECTION 6.86 C
CUSTOM CAST BRONZE LETTERING PANELS

6.86C.1. DESCRIPTION

This work shall consist of custom cast bronze lettering quote panels ground mounted, custom cast bronze active design tag panels wall mounted and custom cast inset panels with concrete lettering wall mounted in accordance with the plans, specification, and directions of the Engineer.

6.86C.2. Artist/Fabricator

The Contractor will be provided with final artwork for the panels prior to Notice to Proceed. For the shop drawings and fabrication of this item, the Contractor must hire a bronze historical relief fabricator. The fabricator will transfer the final artwork into production artwork. The production artwork is to meet the approval of the Engineer. The proposed bronze relief fabricator must meet all the qualifications stated below.

The bronze relief fabricator shall be able to create high quality bronze products. Qualified, suggested fabricators, shall include Urban Accessories, Andrews/LeFevre Studios, Polich-Tallix, or approved equivalent. The fabricator must be first approved by the Engineer. Such a fabricator must meet the following qualifications to assure the choice of a fabricator of the highest qualifications:

The Fabricator shall have completed three (3) similar bronze relief projects in the last (5) years, and one in the last twelve (12) months. Photographic documentation of these projects and letters of reference from the clients involved must be presented to the Engineer prior to the approval of the fabricator.

The Fabricator shall present a full-scale bronze relief sample taken from existing projects using artistic techniques, materials, patinas and finishes similar to those described here for the bronze interpretive plaques.

The fabricator is required to meet with the Engineer prior to the fabrication of any cast bronze elements.

The fabricator is to be present at the installation of the first ground mounted panel and the first wall mounted bronze and concrete panels.

Surface treatments:

The fabricator is to provide samples of the range of possible surface treatments, including texture, depth, patina type and color, rendering method, and any other finish qualities that may affect the aesthetic of the final work. The Engineer, in consultation with the

New York City Department of Design and Construction's Graphics Department will specify these for inclusion in the shop drawings.

Shop Drawings: The fabricator shall be responsible for creating the shop drawings. Each of the images presented for the interpretive panel layouts shall be prepared as follows:

1. Shop drawings shall be produced at full scale for the ground-mounted panels incorporating the layouts shown in the plans. Shop drawings shall be produced at full scale for wall-mounted panels incorporating the layouts shown in the plans

2. All final full scale shop drawings shall be reviewed and approved by the Engineer and the NYC Department of Design and Construction (DDC) Graphic Design Team before any fabrication commences.

6.86C.3. SAMPLES:

Subsequent to approval of shop drawings fabricator shall provide two samples of each panel type at full size, prior to fabrication. Each sample should be a minimum of 24" long and include at least three letters, as well as the support/backing structure. These will be in the final rendering method. Fabricator will also provide final samples indicating all surface treatments, including final material, and color, patina, texture, depth and any other surface treatments for selection and approval prior to fabrication.

6.86C.4. MATERIALS

Bronze: The panels shall be cast bronze as manufactured by the bronze relief fabricator. Bronze shall be Commercial Bronze of Alloy 225 with the following composition of:

87-88% Copper
5-6% Tin (minimum)
4-1/2 - 5-1/2% Zinc
1-1/2 - 2-1/2% Lead

Other trace elements not to exceed 1%

Mold Apparatus (to create character impressions in vertical concrete surfaces): Actual size letters will be made of 1/4", 3/8" or 1/2" PVC plastic. Draft angle shall be negative by 5-8 degrees to facilitate release from the concrete. Fabricator to coordinate design and installation with Contractor, see specification for Item 4.06 PP for the provision of Mockup.

Epoxy Cement: The epoxy cement shall be a two component epoxy made of 100% solid material: Epcon Epoxy "Granite 5" by Ramset/Redhead Co. or approved equal. It shall resist vibration and impact and meet the following minimum requirements:

Compressive Strength: 115 MPa
Tensile Strength: 29 MPa
Flexural Strength: 46 MPa

Sealant: Sealant shall be self-leveling, multi-component chemical-cure polyurethane sealant, ASTM C920, Type M, Grade P, Class 25, Use T & M, such as Sonoclastic SL2, or equal, approved by the Engineer. Adjacent to and underneath all the bronze work (between the bronze and the concrete base) sealant caulk should be appropriately matched with concrete material in each location. All sealants should meet the following requirements:

1. They should be recommended for use between bronze and concrete.
2. They should be recommended for joints as small as 3/16"

Mounting Hardware: Mounting bolts, anchors, clips, angles, and brackets shall be AISI 316 stainless steel. The stainless steel rods shall be made of type 316 material and shall have the following properties:

Tensile Strength: Between 586 and 655 MPa
Yield strength: Between 276 and 379 MPa

6.86C.5. FINISHES

Chemical Patina: The **panels** shall be colored with a real chemical patina. No paint, polychrome patinas, chem cure stains or coating patinas will be acceptable. The color of the chemical patina shall be as selected by the Engineer and NYC DDC Graphic Design Team based on samples supplied by the artist / fabricator.

Acrylic Lacquer: Three (3) coats of acrylic lacquer shall be applied following the application of the chemical patina. Each coat shall be applied in a different direction. Acrylic lacquer shall be a high performance weathering finish formulated for outdoor sculpture, such as Matthews International Final Finish, or approved equal.

SITE PREPARATION: Each of the ground-mounted panels and wall-mounted panels will be set within cast-in-place concrete. Fabricator shall provide to contractor panels as needed to verify that panels will sit flush with the finished concrete surface, and that panel mounting system is coordinated with concrete reinforcement.

6.86C.6. INSTALLATION

Prior to pouring of concrete, the ground mounted panels and wall mounted panels are to be set in their final locations. Fabricator shall coordinate installation with Contractor.

Panel mounting system should be adjusted such that all letters are flush with final concrete surface. Letters may be depressed by 1/32" to accommodate small variations in the final finishing of the

concrete surface, but should not protrude beyond the face of the concrete surface when finishing is completed.

Wall-mounted panels should be adequately secured within formwork so that panels do not shift during concrete pour - Fabricator to coordinate with Contractor. Wall-mounted panels should be appropriately sealed to prevent concrete from creeping around front (visible) face of panel.

After concrete has been poured around the ground-mounted panels, the surface of the concrete should be worked by hand to allow for concrete to fill all spaces within the lettering, to provide for minimal spacing between the concrete and the lettering, and to insure that all letters are level with surrounding concrete surface with no protrusions. Any individual coarse aggregate interfering with the letters or finished surface shall be removed and the surface smoothed accordingly.

For the inset concrete lettering at parapet walls and face of step-seating, complete words will be formed by attaching PVC letters together with metal bars. Concrete will be poured around the letters, which are to be treated with form release, grease etc. Formwork shall be placed such that no joints or seams intersect with the extent of the lettering. Joints between letters and formwork shall be sealed. Fabricator shall coordinate with Contractor. Once set, letter form can be removed cleaned and re-used.

CLEANING: All work shall be cleaned immediately after installation using fiber brushes or other methods approved by the Fabricator and Engineer. Solvents may not be used to clean the bronze, because they will dissolve the lacquer coating. Also power washing equipment may not be used, for it will remove the lacquer and patina. Coordinate all cleaning with cleaning of adjacent concrete; provide protection as required.

6.86C.7. SUBMITTALS

For all Shop Drawings and Material Submittal Requirements, See Section 1.06 of the NYCDOT Standard Highway Specifications.

The Contractor shall submit permission letters, if necessary and shop drawings. The contractor shall supply manufacturer's data (MSDS sheets), and manufacturer's recommended installation instructions for the materials specified.

6.86C.8. FOUNDRY CERTIFICATES

A Foundry Certificate verifying the quality of bronze used in the interpretive panels shall be submitted.

Certificate shall be on Foundry letterhead, dated and signed by foundry director or production director with contract #, contract name, contractor's name and class of bronze provided.

6.86C.9. METHOD OF MEASUREMENT

The quantity to be measured for payment shall be number of CUSTOM CAST BRONZE LETTERING QUOTE PANELS GROUND MOUNTED, CUSTOM CAST BRONZE ACTIVE DESIGN TAG PANELS WALL MOUNTED and CUSTOM CAST INSET PANEL WITH CONCRETE LETTERING WALL MOUNTED actually installed to the satisfaction of the Engineer.

6.86C.10. BASIS OF PAYMENT

The prices bid shall be a unit price for each CUSTOM CAST BRONZE LETTERING QUOTE PANELS GROUND MOUNTED, CUSTOM CAST BRONZE ACTIVE DESIGN TAG PANELS WALL MOUNTED and CUSTOM CAST INSET PANEL WITH CONCRETE LETTERING WALL MOUNTED furnished and installed and shall include the cost of all labor, material, plant, equipment, insurance, and incidentals required to complete the work including, but not limited to, core drilling, threaded stainless steel rods, epoxy cement, joint filler, and sealant; all in accordance with the plans, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.86 CBL	CUSTOM CAST BRONZE LETTERING QUOTE PANELS GROUND MOUNTED	EACH
6.86 CBP	CUSTOM CAST BRONZE ACTIVE DESIGN TAG PANELS WALL MOUNTED	EACH
6.86 CIP	CUSTOM CAST INSET PANEL WITH CONCRETE LETTERING WALL MOUNTED	EACH

SECTION 7.54 A
Drain Frames and Grates

7.54A.1. WORK. Under this section, the Contractor shall furnish and install drain frames and grates of the specified shape and size, in accordance with the plans, details and directions of the Engineer. The work of forming concrete and connecting and joining to drainage piping and drainage structures, including connecting pieces, shall be included for each of the drain frames and grates specified.

7.54A.2. SUBMITTALS. Shop drawings are required for each drain frame and grate item and shall contain manufacturer's installation guidelines, and include details of the connections to adjoining drainage piping and drainage structures.

7.54A.3. MATERIALS. The Drain Grates and Frames shall be Cast Grey Iron meeting the requirements of ASTM A-48 Class 35B with no finish.

7.54A.4. GRATES AND FRAME. The drain frames and grates shall be fabricated with grates that are connected to frames with "lockable" screws or bolts. Drain frames and grates shall be manufactured by Neenah Foundry Company, Neenah Wisconsin or approved equivalent.

For this contract, the products provided under the following contract item numbers shall be the models indicated or as manufactured by other approved manufacturers in equivalent in shape and size:

- Item 7.54 ABD - CAST IRON BEEHIVE DRAIN FRAME AND GRATE: Shall be Neenah Model R-4344 - Railroad Bridge Drain Grate
- Item 7.54 AFD - CAST IRON FLOOR DRAIN FRAME AND GRATE: Shall be Neenah Model R-4941-A Floor Drain Frame, Grate
- Item 7.54 ATD - CAST IRON TRENCH DRAIN FRAME AND GRATE: Shall be Neenah Model R-4995-A2 Type M Trench Frame with Grated Cover

7.54A.5. TOLERANCES. Finished drain frames and grates shall be constructed with a maximum allowable tolerance of $\pm 1/16$ " for dimensional accuracy and rail co-planarity.

7.54A.6. EXECUTION. Install drain frames and grates at the locations indicated on the plans and in accordance with approved shop drawings.

7.54A.7. MEASUREMENT.

The quantity to be measured for payment for Item No. 7.54 ABD - CAST IRON BEEHIVE DRAIN FRAME AND GRATE, and Item No. 7.54 AFD - CAST IRON FLOOR DRAIN FRAME AND GRATE shall be the number of complete drain frame and grate units of each item actually installed to the satisfaction of the Engineer.

The quantity to be measured for payment for Item No. 7.54 ATD - CAST IRON TRENCH DRAIN FRAME AND GRATE shall be the linear foot quantity measured along the centerline of the trench drain frame and grate actually installed to the satisfaction of the Engineer. No payment will be made for forming system installed in excess of the length designated.

7.54A.8. PAYMENT. The work performed and materials furnished in accordance with each of these items and measured as provided under "Measurement" shall be paid for as specified below.

The contract price for Item No. 7.54 ABD - CAST IRON ROUND BEEHIVE DRAIN FRAME AND GRATE, and Item No. 7.54 AFD - CAST IRON FLOOR DRAIN FRAME AND GRATE shall be the unit price bid per each type drain frame and grate installed complete, in accordance with the plans, the specifications and directions of the Engineer.

The contract price for Item No. 7.54 ATD - CAST IRON TRENCH DRAIN FRAME AND GRATE shall be the unit price bid per linear foot of trench drain frame and grate installed complete, in accordance with the plans, the specification and directions of the Engineer.

Forming concrete for the drain installation and connections to drainage piping shall also be included in the bid price for each respective drain frame and grate item.

The prices bid for each respective item shall be full compensation for furnishing all materials (including forms, rails, anchorages, support bars and grates), tools, equipment, and incidentals and for doing all the work involved in installing the drain frames and grates, complete in place, including, but not limited to, structure excavation, concrete backfill and collars, reinforcement anchor and other connecting devices as shown on the plans and as directed by the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
7.54 ABD	CAST IRON ROUND BEEHIVE DRAIN FRAME AND GRATE	EACH
7.54 AFD	CAST IRON FLOOR DRAIN FRAME AND GRATE	EACH
7.54 ATD	CAST IRON TRENCH DRAIN FRAME AND GRATE	L.F.

SECTION 7.55 H
STEEL HAND RAIL AND GUARD RAIL

7.55H.1. Intent. Under this section, the Contractor shall furnish and install fully welded, custom fabricated, steel hand railing on parapet walls, and steel guard railing on parapet walls, and floor mounted steel hand railings (all referred to herein as railings), fittings, railing components and other components in accordance with the plans, the specifications, and the directions of the Engineer.

7.55H.2. References.

- A. American National Standards Institute (ANSI)
AI 17.1 Accessible and Usable Buildings and Facilities
- B. American Society for Testing and Materials (ASTM)
- C. American Welding Society (AWS)
Structural Welding Code
- D. All railings must meet ADA requirements.
- E. Provide railing conforming to AASHTO 2.7.3-Pedestrian Railings.

7.55H.3. Submittals.

- A. Submit product data for each product used in steel railings including finish descriptions and methods of fabrication, painting and installation. Submit proposed painting manufacturer and painting system.
- B. Shop drawings showing fabrication and installation of steel railings, including dimensioned elevation and details of components and attachments to other units of work. Indicate materials, profiles of each member and fitting, joinery, splices/concealed connections for expansion, finishes, fasteners, anchorages and accessory items. Show and identify adjustments in the work made to accommodate field conditions, if any. Identify field dimensions. Include design loads. Include setting drawings, templates and directions for installation of anchorages to be installed as unit of work of other sections.
 - 1. Include structural computations, material properties and other information included in the structural analysis that has been performed by, signed and sealed by a professional engineer licensed in the State of New York
- C. Samples for verification purposes type of metal prepared of metal of same thickness indicated for final unit of work. Where finishes involve normal color and texture variations, include sample sets composed of two or more units showing full range of variations expected.

1. Include three (3) 12 inch long painted samples of each linear shape, one (1) 12 inch long painted sample of each bent shape, one (1) painted sample of each typical mounting post/bracket, and one (1) painted typical splice mockup including welded connections.

7.55H.4. Quality Assurance. Contractor shall provide the following qualifications:

- A. Fabricator Qualifications: Firm experience in successfully producing and painting steel railings similar to that indicated for this project, with sufficient production capacity to produce required units without causing delay in the work.
- B. Installer Qualifications: Arrange for installation of steel railings specified in this section by a firm experienced in the installation of railing work of type and extent specified.

7.55H.5. Project Conditions. Take field measurements prior to preparation of shop drawings and fabrication, where possible, to ensure proper fitting of steel components on concrete parapets and walls, and floors, and precast copings.

7.55H.6. Delivery, Storage and Handling. Store steel railing components and materials in clean, dry location, away from uncured concrete and masonry. Cover with waterproof paper, tarpaulin or polyethylene sheeting in a manner that permits air circulation within covering.

Handle steel railing on site to a minimum; exercise care to avoid damaging metal finishes.

7.55H.7. Materials. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering steel railing systems that may be incorporated in the work include, but not limited to, the following:

1. Daniel Industrial Metals, Inc.
2. Architectural Metal Works
3. Newark Wire Works, Inc.
4. R. J. Donaldson, Inc.
5. McNichols Co.
6. Or an approved equivalent manufacturer.

Provide steel railings, composed of steel of the forms and types which comply with requirements of referenced standards and which are free from surface blemishes where exposed to view in the finished unit. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, "oil canning", stains, discolorations, or other imperfections on finished units are not acceptable.

Steel Pipe: ASTM A53, Type F or Type S, Grade A Standard Weight (schedule 40) unless another grade and weight are required by structural loads.

Plates Shapes and Bars: ASTM A36

Bolts, nuts, and washers shall conform to ASTM Designation A307.

7.55H.8. Methods. The Contractor shall be required to manufacture, install, and protect the railings, as shown on the plans and in accordance with approved shop drawings to be furnished by the Contractor prior to fabrication.

1. Performance Requirements

A. Engineer steel railings, to withstand structural loads indicated in the New York City Building Code, latest edition, and determine allowable design working stresses of railing materials.

1) Top Rail of Guardrail Systems: Capable of withstanding the following loads applied as indicated:

- a. Concentrated load of 200 pounds applied at any point and in any direction.
- b. Uniform load of 50 pounds per linear foot applied horizontally and concurrently with uniform load of 100 pounds per linear foot applied vertically downward.
- c. Concentrated and uniform loads need not be assumed to act concurrently.

2) Handrails Not Serving as Top Rails: Capable of withstanding the following loads applied as indicated:

- a. Concentrated load of 200 pounds applied at any point and in any direction.
- b. Uniform load of 50 pounds per linear foot applied in any direction.
- c. Concentrated and uniform loads need not be assumed to act concurrently.

B. Thermal Movements: Provide railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

Temperature Change (Range): 67 deg. C, ambient; 100 deg. C, material surfaces.

- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2. Manufacturers

- A. Assemble railings, in the shop to greatest extent possible to minimize field splicing and assembly.
- B. Fabrication and welding to comply with NYSDOT Steel Construction Manual.
- C. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Fabricate anchorage devices capable of withstanding loads imposed by railings.
- E. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges. Ease exposed edges to a radius of approximately 1mm, unless otherwise indicated.
- F. Provide weep holes or another means to drain entrapped water in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- G. Fabricate joints in watertight manner.
- H. Coordinate and furnish anchorages and setting drawings, diagrams, templates, instructions and directions of installation of items having integral anchors which are to be embedded in other construction, if any. Coordinate delivery of such items to the project site.

3. Painting

- A. Hand Railing and Guard Railing shall be painted (Shop Applied) in accordance with the following:
- B. Surface Preparation: SPCC-10, Near White Blast Cleaning.
- C. Paint system: Tnemec Industrial Coatings using their three coat system
- D. applied in accordance with the manufacturer's specifications:
 - 1. Primer - Series 394 PerimePrime
 - 2. Intermediate - Series 27 F.C. Typoxy
 - 3. Finish - Series 73 Endura-Shield - black, semi-gloss

- F. Other acceptable manufactures of the three coat system include Sherwin Williams, Devoe and Reynolds, Co.; Pratt and Lambert, Inc.; Pittsburgh Plate Glass Company; Sapolin; or, an approved equivalent.

4. Installation

- A. Provide anchorage devices and fasteners where necessary for securing railing, to in-place construction; for concrete and pre-cast, and other connectors as required.
- B. Perform cutting, drilling and fitting required for installation of steel railing. Set products accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels. Set posts plumb within a tolerance of 1/32" per feet and align rails so variations from level for horizontal or from parallel with wall slope do not exceed 3/16" per 10 Feet.
- C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grinding are required for proper shop fitting and jointing of ornamental metal items, restore finishes to eliminate any evidence of such corrective work.
- D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing or provide new units as required.
- E. Restore protective coverings that have been damaged during shipment or installation of the work. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration.

- F. Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal-arc welding, for appearance and quality of welds made, and for methods used in correcting welding work. Weld connections that are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent rail surfaces.
- G. Splices: The Contractor shall submit splice locations and splice details to the Engineer for review and approval.

5. Protection

- A. Protect finish of railing, from damage during construction period by use of temporary protective coverings approved by the steel fabricator. Remove protective covering as soon as need for protection has passed, but no later than time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units as required.

6. Spare Railing Components

The Contractor shall supply the following spare railing components:

- 1. 1 - Post with 6" long cross pieces to allow for splicing in to horizontal rails.
- 2. 1 - Post with 6" long cross pieces to allow splicing to slope rails.

Spare railing components shall be labeled protectively wrapped and delivered to a designated NYCDOT Maintenance Yard to the satisfaction of the Engineer.

7.55H.9. Measurement. The quantities of New Steel Guard Rail on Parapet, New Steel Hand Rail Floor Mounted, and New Steel Hand Rail on Parapet to be measured for payment shall be the number of linear feet of each type rail, measured along the center line of each railing type, actually installed to the satisfaction of the Engineer.

7.55H.10. Prices to Cover. The unit prices bid per linear foot for New Steel Guard Rail on Parapet, New Steel Hand Rail Floor Mounted, and New Steel Hand Rail on Parapet shall cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary to furnish and install steel railing including, but not limited to, furnishing and installing all railings, posts, base plates, brackets, expansion joints, anchor bolts, nuts, washers, drilling of holes, welding, and furnishing shop drawings to complete the work; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.55 GP	NEW STEEL GUARD RAIL ON PARAPET	L.F

7.55 HF NEW STEEL HAND RAIL FLOOR MOUNTED L.F.
 7.55 HP NEW STEEL HAND RAIL ON PARAPET L.F.

SECTION 7.57 DGRA

Drill and Grout Reinforcement Bars

7.57DGRA.1. Description: Under this section, the Contractor shall furnish all labor, materials, equipment, insurance, and incidentals required to drill holes and grout steel reinforcing bars within those holes, all in accordance with the plans, the specifications and directions of the Engineer.

7.57DGRA.2. Materials: Grout material shall be a non-metallic, non-shrink grout or polymer resin supplied in prepackaged and/or premeasured containers. It shall contain no metals, rust or corrosion promoting agents and shall be moisture insensitive. Packaged stability of each component in original unopened containers stored in temperatures between 32°F and 100°F shall be a minimum of six months. The mixing instructions, cure time and expiration date of the material shall appear on each container.

Material Requirements: The grouting material shall be able to withstand 50 cycles of freeze thaw (10% NaCl) with a maximum loss of 4%. The proposed material shall be listed on the New York State Department of Transportation's Materials and Equipment Approved List for Concrete Grouting Materials (701-05).

Reinforcement bars shall comply with the requirements of specification Section 4.14 - Steel Reinforcement Bars.

7.57DGRA.3. Methods: Equipment - All equipment proposed for use shall be as approved by the Engineer prior to actually performing the work.

1. Drilling and Grouting Reinforcing Bars -

- a. All holes shall be drilled by means of a rotary impact drill. If an existing reinforcing bar is encountered, the reinforcing bar shall be cut and removed by means of a core drill. The remainder of the drilling shall be done with the rotary impact drill.
- b. Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause spalling or other damage to concrete. Concrete spalled or otherwise damaged by the Contractor's operations shall be repaired in a manner satisfactory to the Engineer. Such repair shall be done at the expense of the Contractor.
- c. Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement.
- d. Grout shall be mixed and placed in strict accordance with the manufacturer's instructions, unless modified here or elsewhere in the contract documents. No grout shall be

placed at a temperature below that recommended by the grout manufacturer.

- e. Prior to reinforcing bar placement in the grouted hole, all material which might interfere with the bond between the reinforcing bar and the grout shall have been removed. This includes, but is not limited to: moisture, grease, dirt, mill scale, and rust. Rust which cannot be removed even by vigorous scrubbing with a wire brush is considered firmly bonded and may remain. The hole diameter shall be in accordance with the grout manufacturer's recommendation. The reinforcing bars shall be inserted full depth into the hole and shall be manipulated to ensure complete coverage by the grout. After insertion of the reinforcing bar, all excess grout shall be struck-off flush with the concrete face. Should the grout fail to fill the hole after bar insertion, additional grout shall be added to the hole to allow a flush strike-off.
- f. If the reinforcing bar is inserted in a hole with an axis predominantly horizontal to the ground surface, care shall be taken to prevent grout from running down the face of the concrete. These precautions shall be done in a manner satisfactory to the Engineer.

7.57DGRA.4. Measurement: Measurement will be taken as the number of linear feet of holes into which grouted reinforcing bars have been satisfactorily inserted, measured to the nearest foot, as shown on the plans or directed by the Engineer.

7.57DGRA.5. Price to Cover: The unit price bid per linear foot shall include the cost of all labor, materials, insurance, and equipment necessary to complete the work, and shall include, but not limited to, the cost of grout and new steel reinforcing bars. Payment will not be made for holes which do not contain grout and reinforcing bar in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.57 DGRA	Drill and Grout Reinforcing Bars	Linear Foot

SECTION 8.53 WFR
Retaining Wall Flag Repair

8.53WFR.1. Intent. This work shall consist of the repair of all flagged conditions (Safety and Structural) of the existing retaining wall and roadway as deemed necessary by NYCDDC's Assistant Commissioner of Construction during the life of the contract.

8.53WFR.2. Description. A flagged condition is defined to be a deficient condition in the retaining wall or roadway identified during construction as requiring extra work to facilitate maintenance and protection of both vehicular and pedestrian traffic.

Flagged repairs shall include, but not be limited to:

- a) shifted or collapsed sections of wall;
- b) City-owned utility repairs; and
- c) parapet coping adjustments.

Such extra City work shall be paid for under this item in accordance with the requirements of Article 26 in the Standard Construction Contract dated September 2008.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by NYCDDC's Assistant Commissioner of Construction.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated Fixed Sum amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work performed by the Contractor, as directed by NYCDDC's Assistant Commissioner of Construction.

Payment will be made under:

Item No.	Description	Pay Unit
8.53 WFR	RETAINING WALL FLAG REPAIR	FIXED SUM

SECTION 8.66
Temporary Sheeting

8.66.1. Intent. This section describes the work of furnishing, placing, maintaining, and removing of temporary sheeting.

8.66.2. Description. Under this section, the Contractor shall be required to furnish, place, maintain and remove temporary sheeting as required during the course of the work as directed by the Engineer.

The purpose of temporary sheeting is to insure the safety of workmen and the public exposed to the hazard of falling or sliding material. It shall be the Contractor's responsibility to provide protection adequate for this purpose. Details of this sheeting and shoring must conform to the requirements of Title 29 Code of Federal Regulations, Part 1926, Safety and Health Requirements for Construction (OSHA). The City shall reserve the right to increase the minimum requirements set forth therein, depending on the hazard and/or as ordered by the Engineer.

8.66.3. Materials. The selection of sheeting materials shall be at the Contractor's option. Materials shall include all necessary waling and bracing required. Where the Contractor proposes to use timber sheeting, it shall consist of any acceptable species which can be placed satisfactorily. The timber shall be free from any defects which might impair its strength or tightness. The Contractor shall submit shop and working drawings with calculations for the Engineer's approval in compliance with Section 1.06.13 of the Standard Highway Specifications.

8.66.4. Methods. It shall be the Contractor's responsibility to install temporary sheeting where required in accordance with State and Federal Safety Codes.

Sheeting shall be tight or continuous, except where skeleton sheeting is permitted under Title 29 Code of Federal Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA). Skeleton sheeting shall be considered as any sheeting other than tight or continuous sheeting. Sheet piling for this item shall be of adequate cross-section and adequately braced.

8.66.5. Measurement. The quantity to be measured for payment shall be the number of square feet of temporary sheeting obtained by multiplying the vertical length of sheeting measured between the payment lines shown on the plans, by the horizontal length of sheeting actually installed and approved by the Engineer.

When skeleton sheeting is used, payment will still be made under this work item, except that the quantity will be the number of square feet of sheeting, measured as if tight or continuous sheeting was used, divided by a factor of 2.

8.66.6. Price to Cover. The unit price bid per square foot of Temporary Sheeting shall cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary to complete the work of installing temporary sheeting, complete, with waling and bracing, all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made in the following manner: 75% of the bid amount shall be made upon installation of the sheeting with the remaining paid upon its satisfactory removal.

Payment will be made under:

Item No.	Description	Pay Unit
8.66	TEMPORARY SHEETING	SQUARE FEET

SECTION 9.10 WSS
Temporary Wall Support System

9.10WSS.1. Intent. This section describes the work to provide temporary structural support to existing walls in areas where deep voids exist below the concrete landings and stairs.

9.10WSS.2. Description. Under this work, the Contractor shall design, furnish, place, maintain and remove a Temporary Wall Support System (TWSS) at locations shown on the plans or as ordered by the Engineer. Details of the TWSS must conform to the requirements of Federal and Local Regulations.

Temporary wall support shall be defined as a timber and steel sheeting or shoring, a shield system (i.e. trench box or trench shield) or pre-engineered support system that may be used to support existing retaining walls directly adjacent to buildings. The support system must be installed before concrete slabs and stairs are demolished. The Contractor shall be responsible for the design of a TWSS by a New York State Licensed Professional Engineer and the method of installing the TWSS shall be submitted to the Engineer for approval in conformance with Section 1.06.13 of the Standard Highway Specifications.

The requirements of any support system shall be as contained in Title 29 Code of Federal Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and current Standard Specifications, Construction and Materials, Volumes I, II and III, of the New York State Department of Transportation Standard Specifications, Office of Engineering (NYSDOTSS).

9.10WSS.3. Materials. The selection of TWSS materials shall be the Contractor's option subject to approval of the Engineer. Material shall comply with the following requirements:

- A. Temporary Timber Sheeting. Timber sheeting shall be new or used and consist of any acceptable species which can be placed satisfactorily. The sheeting shall have a preservative treatment conforming to the American Wood-Preservers Association (AWPA) Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the approved working plans, or approved by the Engineer and shall be in accordance with the requirements and provisions of NYSDOT Standard Specifications (NYSDOTSS) Subsection 712-14, Stress Graded Timber and Lumber. The timber shall be sound and free from any defects which might impair its strength or tightness. The materials shall include all necessary waling and bracing required.
- B. Temporary Steel Sheeting. Steel sheeting shall be new or used, conforming to the requirements of ASTM A328 unless otherwise indicated on the plans. Waling and bracing shall be new and

unused conforming to the requirements of ASTM A36 unless otherwise indicated on the contractor's design. Stock steel may be used. The Contractor shall furnish to the Engineer certified copies of physical and chemical test results, which shall include a sworn statement by a qualified mill representative to the effect that the subject material conforms to the requirements of the steel specified.

C. Temporary Soldier Pile and Lagging Wall. Materials shall comply with the following requirements:

1. STRUCTURAL STEEL: conforming to the provisions of NYSDOTSS Section 715-01, Structural Steel.
2. WOOD: The timber lagging shall have a preservative treatment conforming to the AWPA Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the plans, or approved by the Engineer. Stress Grading and acceptance shall be in accordance with the requirements and provisions of NYSDOTSS Subsection 712-14, Stress Graded Timber and Lumber.
3. CONCRETE: Concrete shall conform to the provisions of NYSDOTSS Section 555 - Structural Concrete.
4. PILES: Soldier piles shall be composed of steel or concrete materials only.

9.10WSS.4. Construction Details. It shall be the Contractor's responsibility to install a WSS in accordance with the State and Federal Safety Codes.

A. The locations shown on the plans are to be used as a guide in preparing the estimate quantities bid upon and to establish the pay limits when the TWSS is installed.

B. The TWSS installed under this item shall be of sufficient size and strength to meet the requirements of Title 29, Code of Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and New York State Standard Live Load requirements. Prior to use, the Contractor shall supply the Engineer with documentation of compliance.

C. Excavation support elements shall be installed by persons especially skilled in such work.

D. Install soldier piles if used, by pre-boring or other pre-excavating methods to the tip elevation shown on approved working drawings. Prevent pre-bored or other pre-excavated holes from collapsing. Driving of piles will not be permitted.

E. Construct supports in a manner that will ensure that supported faces, and loads exerted thereon, will be stabilized; give particular attention to lateral supports.

F. Weld in accordance with AWS D1.1.

G. Maintain TWSS in safe condition. If unstable conditions, settlement, or movement is observed, it may result in damage to structures, facilities and construction or endanger personnel and the public; therefore the Contractor shall immediately remedy those conditions, settlements, and movements by methods such as adding bracing and supports and, as a last resort, backfilling. Remedies shall be subject to acceptance by the Engineer

H. Install lagging with no gap between the boards unless specifically directed. As installation progresses, backfill the voids between the excavation face and the lagging with sand or soil rammed into place. If gaps in the lagging are allowed, limit the gap width between lagging boards to 1/2 inch maximum.

I. Depth of exposed excavated face below the last placed lagging board shall not exceed 15 inches.

J. All damage to the adjacent structures caused by the inability of the chosen TWSS to provide adequate support shall be repaired to the satisfaction of the Engineer at no additional cost to the City. Severe damage, which directly affects the safety of the public, shall be immediately repaired to the satisfaction of the Engineer. The operation shall be halted until a satisfactory prevention method is instituted.

9.10WSS.5. Measurement. The quantity of Temporary Wall Support System to be paid for shall be the number of square feet obtained by multiplying the measured vertical length, by the measure horizontal length of Temporary Wall Support System actually installed to the satisfaction of the Engineer. The vertical length is that length measured between the upper and lower payment lines shown on the plans.

9.10WSS.6. Price to Cover. The unit price bid per square foot for this work shall include the cost of furnishing all labor, material, equipment, insurance, and incidentals necessary to complete this work including, but not limited to, furnishing and installing waling, bracing, and design services. The cost of maintaining the Temporary Wall Support System will also be deemed included in the unit price bid for this item. Seventy-five (75%) percent of the unit price bid will be paid upon installation of the WSS and the remaining twenty-five (25%) percent will be paid after its function is no longer required and/or removed. The cost of any work necessary to remove and or replace any portions of the Temporary Wall Support System when installing the new construction shall be deemed included in the unit price bid.

Payment will be made under:

Item No.	Description	Pay Unit
9.10 WSS	TEMPORARY WALL SUPPORT SYSTEM	S.F.

SECTION 9.71WAD

Survey Monitoring and Visual Inspection of Existing Buildings

9.71WAD.1. Intent. The intent of this Section is to monitor the stability of the existing buildings adjacent to the project limits. The stability of these structures shall be determined by providing survey of permanent prisms and visual inspection of the structures and the submission of reports summarizing the results for the duration of the contract. The Contractor will be required to retain the services of a qualified firm, or firms, with experience in structural engineering, land surveying, soil mechanics, foundations, and the design and evaluation of masonry walls, stone walls and earth retaining structures.

Within thirty (30) days of the award of this contract, the Contractor shall submit to the Engineer qualifications of the firm it proposes to provide the engineering and surveying services described in this section. The proposed firms must have successfully provided engineering and or surveying services similar to the services described in this section on a minimum of two (2) comparable projects within the last three (3) consecutive years.

Compliance with such special experience requirements will be determined solely by the Commissioner. Once a firm is approved, no substitution will be permitted, unless the Commissioner has approved the qualifications of the proposed replacement in writing in advance. If the qualifications of the proposed firm are not acceptable, the Contractor shall submit the qualifications of another proposed firm within fifteen (15) days of notice to do so.

9.71WAD.2. Description. The Contractor shall field survey the prisms installed under Item 5.37 - Construction Report. If any prism is lost, stolen or disturbed, the Contractor shall replace it with a new one at no additional cost to the City. The Contractor shall perform a visual inspection of each of the structures simultaneously with the surveys. The results of the survey and visual inspection shall be provided in a report to the Engineer for review.

9.71WAD.3. Submissions. The reports shall consist of two (2) components, a detailed description of the findings of the visual inspection and the tabulated results of the locations of the prisms along with a stated amount of movement (if any). The report shall include all field notes, measurements and photographs, as required, of the existing wall conditions. The report shall be submitted for the Engineer's review within two (2) business days following the completion of the survey and inspection work.

The visual inspection report shall follow the NYC Buildings Department format for "B. DETAILED VISUAL INSPECTION" and as ordered by the Engineer. The survey results can be a tabulation showing the differences between subsequent surveys. The Contractor will be

provided a list of survey points and coordinates as the baseline upon notice to commence.

9.71WAD.4. Methods. The Contractor shall engage the services of a firm capable of furnishing a New York State licensed Land Surveyor to survey the locations of the prisms. In addition the Contractor shall engage the services of a firm capable of furnishing a New York State licensed Professional Engineer to conduct visual inspections of the adjacent buildings and structures. The field surveys and visual inspections shall be conducted as follows:

- A. Structures and/or buildings shall be monitored by survey and visually inspected **daily** during the performance of Test Pits, (Item 7.16 D) the investigation for, and the installation of the Temporary Wall Support System (Item 9.10WSS), and demolition of the existing concrete parapets, stairs and landings (Item 5.27).
- B. After completion of the demolition work for each of the construction stages detailed on the plans, if no horizontal or vertical movement is measured, then the structures and/or buildings shall be monitored **weekly** for a period of one month.
- C. If no horizontal or vertical movement is measured, then the structures and/or buildings shall be monitored **monthly** for the duration of that specific construction stage.
- D. In case of an unusual event (e.g. water main break or abnormal flooding), monitoring shall be performed within 24 hours of the event.
- E. A maximum value of 1/4" shall be used for vertical and horizontal settlements. All readings shall be done by or under the immediate supervision of a Surveyor Licensed by the State of New York as evidenced by the imprint of his seal and signature.

The Contractor shall transmit a copy of all readings to the Engineer on the same day they are taken.

Should the limit of horizontal and/or vertical movement, as set forth herein of any building and/or structure be exceeded, the Contractor shall immediately, at his own expense, take steps to rectify the situation and prevent any further settlement of such building and/or structure. The Contractor shall be fully responsible for any damages to any foundations, walls or other portions of buildings and/or structures that may result during the courses of this construction. Any damage done by the Contractor, whether it is accidental or due to negligence or carelessness in performing the work included in this contract shall be made good by the Contractor at his own expense.

9.71WAD.5. Measurement. The visual inspection of the existing adjacent buildings and the field survey of the prism locations will be measured on a per day the work is performed basis.

9.71WAD.6. Price to Cover. The contract price bid for survey monitoring and visual inspection of the existing buildings shall be a Unit Price per day the survey and visual inspections are made and shall include, but not be limited to, the cost of furnishing all labor, materials, equipment, insurance and incidental required to visually inspect and survey monitor the location of the existing prisms, prepare and submit the daily, weekly, and monthly reports and all other work incidental thereto; all in accordance with the specifications and as directed by the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
9.71 WAD	SURVEY MONITORING AND VISUAL INSPECTION OF EXISTING BUILDINGS	DAY

SECTION 9.71 WBB

Vibration Monitoring of Existing Buildings

9.71WBB.1. Intent. The intent of this Section is to continuously monitor vibrations induced by construction activities for the existing step street reconstruction until the work is complete and submit the readings with a summary report.

9.71WBB.2. Description. This work shall consist of performing vibration monitoring of background and construction activities, provide continuous email-notification of the readings to the Engineer (24-hours/7-days per week) and prepare daily and summary report(s) of vibration readings.

9.71WBB.3. Materials. Provide a 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions. Annual factory calibration is required throughout the duration of the work.

9.71WBB.4. Monitoring Criteria.

ANOMALY	MOVEMENT	PEAK PARTICLE VELOCITY
PEAK CRITERIA	0.25 INCHES	0.5 INCHES PER SECOND

9.71WBB.5. Methods.

The Contractor shall provide, as a minimum, the following information:

A written vibration Monitoring Plan which shall be included, but not limited to, the following items:

1. The name of the vibration monitoring specialist(s).
2. The scheduled start date and length of construction operations which require vibration monitoring.
3. The limits of vibration monitoring work for the proposed construction activities.
4. The location of any underground utilities in proximity to the construction operation.
5. Submit proof and details, as references, of two projects in the past five years where the vibration monitoring consultant performing the work has satisfactorily monitored construction operations by recording maximum peak particle velocities (PPVs). Include contact information for each reference.
6. Submit information on the required 3-component seismograph, capable of measuring particle velocity data in the three mutually perpendicular directions, including: the manufacturer's name, model number,

- and documentation of factory calibration performed within the last 12 months.
7. The location of monitoring points along the Step Street and at the adjacent buildings to be monitored and maximum allowable PPVs as indicated in the contract documents. If not otherwise specified, a maximum allowable PPV in accordance with the United States Bureau of Mines (USBM) Vibration Criteria shall be observed at locations along the existing wall.
 8. The location of seismograph(s) placements shall be as directed by the Contractor's Professional Engineer, registered in the State of New York, and shall be of sufficient number to adequately monitor the construction-induced vibrations.
 9. Appropriate details for anchoring the geophone(s).

The vibration monitoring system shall inform the Engineer and the Contractor by email-notification immediately each time the measured particle velocities exceed 85% of the allowable peak particle velocity. The Contractor shall make equipment or procedural modifications as required to avoid exceeding the allowable vibration intensity.

If the measured velocities exceed the maximum allowable PPVs, the Contractor shall stop operations immediately and revise procedures to reduce vibrations to allowable levels.

If the seismographs show any indication of damage or vandalism, the seismographs shall be immediately recalibrated or replaced.

The Contractor shall be in communication with his monitoring firm's personnel during vibration monitoring at all locations to verify the data recorded.

The Contractor shall provide the Engineer with the results of the continuous vibration monitoring, one work day after the readings are taken. Upon completion of the construction operations for those locations requiring monitoring, the daily submittals shall be synthesized into a final report.

9.71WBB.6. Measurement.

The vibration monitoring work will be measured on a lump sum basis.

9.71WBB.7. Price to Cover.

The contract price bid for vibration monitoring of existing wall shall be a Lump Sum Price and shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to continuously monitor vibrations and prepare and submit required reports with all other work incidental thereto all in accordance with the specifications and as directed by the Engineer.

Progress payments will be made for this item paid proportionally in accordance with the amount of work completed, measured on a monthly basis and upon receipt of the required reporting documentation.

Payment will be made under:

Item No.	Description	Pay Unit
9.71 WBB	VIBRATION MONITORING OF EXISTING BUILDINGS	L.S.

**SECTION NO. PK-35
SHREDDED BARK MULCH**

WORK: Under this Item, the Contractor shall furnish and place **SHREDDED BARK MULCH** in accordance with the plans, specifications, and directions of the Engineer.

MATERIAL: Shredded Bark Mulch shall be a natural forest product composed of shredded bark or wood not exceeding three inches (3") in length and one inch (1") in width. Mulch shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris. Mulch shall be natural in color and not dyed. It shall be of a uniform grade with no additives or any other treatment. Mulch with leaves, twigs, and/or debris shall not be acceptable. The pH factor should range from 5.8 to 6.2.

Commercial Fertilizer Low Phosphorus (Slow Release): shall have the following composition by weight: Nitrogen (N) shall be min. 7% -max. 10%, of which min. of 50% is slow-release; available Phosphorus (P) shall be min. 1% -max. 2%; and soluble Potash (K) shall be min. 4% max. 12%.

Fertilizer shall be a *pesticide free* (no weed-and-feed) product such as "Healthy Turf (8-1-9)" as manufactured by Plant Health Care, Inc, Pittsburgh, PA; or Safer Ringer Lawn Restore (10-2-6) as manufactured by Woodstream Corp., Lifitz, PA; or Nutrients Plus (7-2-12) as manufactured by Nutrients Plus, Virginia Beach VA, or approved equal.

All Commercial Fertilizer Low Phosphorous (Slow Release) shall be delivered in standard size bags of the manufacturer, showing weight, analysis, and name of manufacturer. It shall be stored as directed by the Engineer in such a manner that its effectiveness will not be impaired.

METHOD: Upon completion of planting and prior to application of shredded bark, Commercial Fertilizer Low Phosphorous (Slow Release) shall be incorporated into soil to a depth of three inches (3") at the rate of twenty pounds per thousand square feet. (20 lbs. /1,000 s.f.)

Shredded bark mulch shall be applied to the surface of the beds and tree pit areas, as shown on the plans or Standard Details and as directed by the Engineer. Mulch shall be applied to a uniform depth of three to four inches (3"-4") over the tree pit and shrub bed areas and two to three inches (2"-3") over groundcover beds, and shall be so distributed as to create a smooth level cover over the exposed soil. Plants shall not be covered.

MEASUREMENT AND PAYMENT: The quantity of **SHREDDED BARK MULCH** to be paid for under this item shall be the number of **SQUARE YARDS** of mulch measured in final position, installed to the satisfaction of the Engineer.

The price bid shall be a unit price per **SQUARE YARD** and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary or required to complete the work including, but not limited to, furnishing and applying Commercial Fertilizer Low Phosphorous (Slow Release), mulch, and watering; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-35	SHREDDED BARK MULCH	SQUARE YARD

**SECTION PK-37
TOPSOIL FOR PLANTING PITS & BEDS**

PK-37.1. WORK: Under this Item, the Contractor shall furnish, place, and incorporate **TOPSOIL FOR PLANTING PITS & BEDS** in accordance with the plans, specifications, and directions of the Engineer. The Contractor shall be liable for any damage to property caused by topsoil operations and all areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer.

PK-37.2. MATERIALS:

Topsoil: Shall be a sandy/ loam, friable soil that has been removed to a depth of one foot (1') or less, if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material and shall comply with the following requirement:

1. Organic Content: Topsoil shall contain at least five percent (5%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter shall not exceed twelve (12%) percent.
2. The acidity range shall be pH 6.0 to pH 7.2 inclusive.
3. Soil Textural Analysis: Topsoil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site. When directed by Engineer, in consultation with the City's Tree Consultant, the Contractor may be granted permission to screen delivered topsoil in order to achieve particle size compliance. Additional testing at the Contractor's expense will be required to confirm compliance after completion of on-site screening.

Sand (0.05 to 2 mm)	40% to 75%
Silt (0.002 to 0.05 mm)	15% to 65%
Clay (<0.002 mm)	20% maximum
4. Electrical Conductivity shall be maximum of 1.50 mmhos/cm. A higher level would indicate excessive salt content and material will be rejected and removed from the site.
5. Nutrients: Topsoil test results shall show recommendations for soil additives or fertilizers to correct nutrient deficiencies as necessary. Soil additives and fertilizers shall be incorporated as necessary, at the Contractor's expense, following the fertilizer recommendation as provided by the testing laboratory.
5. No topsoil shall be delivered in a frozen or muddy condition.

Topsoil shall be provided by:

Island Topsoil, Syosset, NY,
85 Oak Dr, Syosset, NY 11791
516-677-0412;

American Landscape Supply Limited, Huntington Station, NY.
160 W 10th Street Huntington Station, NY 11746
631-547-0336;

NY Recycling & Materials
180 Roger Ave., Inwood, NY 11096
Phone: 516-239-2298;

Long Island Compost
445 Horseblock Rd., Yaphank, NY
Phone: (631) 289-7260; or,

An approved equivalent provider.

The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed one hundred (100) cubic yards, furnish a certified report of an approved Analytical Chemist showing the analysis of representative samples of the topsoil which they propose to use. All samples are to be received by the Engineer and delivered to the laboratory, and the price bid shall include inspection and laboratory charges. Samples shall be submitted 48 hours prior to the delivery of topsoil.

No topsoil shall be delivered until the approval of samples by the Engineer, but such approval shall not constitute final acceptance. The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

PK-37.3. INSTALLATION:

Preparation of Subgrade: Hollows, depressions, and gullies shall be filled with acceptable material free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. All surplus material and debris shall be removed and disposed of as directed by the Engineer.

Loosen subsoil by scarifying, ripping or tilling using disks, harrows or other suitable equipment to a depth of (4"- 6") immediately before placing any topsoil. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

Placement and Spreading of Topsoil: No topsoil shall be handled when, in the opinion of the Engineer, it is too wet. Place and spread approved topsoil in dry weather on dry unfrozen grade. Topsoil for groundcover and herbaceous plant areas shall be mixed with the compost in the proportions of seven (7 c.y.) cubic yards of topsoil to two (2 c.y.) cubic yards of compost and spread to a compacted depth of nine (9") inches, or as indicated on the drawings. No deduction shall be made for the volume of compost in the measurement of topsoil quantities.

Preparation of Final Grade: Thoroughly cultivate topsoil to minimum depth of four (4") inches by rototilling or hand methods where compaction has occurred and to break up all soil lumps. Float until surface is smooth.

PK-37.4. SUBMITTALS: All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, General Conditions, Section 1.06.31.

Proposed Samples and Test Results: The Contractor shall submit two (2) five (5 lb.) pound bags to the Engineer, with the testing report attached, for approval, in consultation with the City's Landscape Architect, prior to delivering material to the site.

The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed one hundred (100 c.y.) cubic yards, furnish a certified report showing the analysis of representative samples of the topsoil which they propose to use. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. Laboratory testing performed more than six months prior to the Contractor's submittal date will be rejected. The testing shall include: pH, organic matter content (loss on ignition method), soluble salt level and soil textural analysis. Price bid shall include all inspection and laboratory fees.

No topsoil shall be delivered to the site until the approval of samples by the Engineer, but such approval shall not constitute final acceptance.

PK-37.5. DELIVERY AND APPROVAL: The Contractor shall notify the Engineer a minimum of 48 hours prior to the intended topsoil delivery date. All imported topsoil shall be delivered in trucks and will be subject to visual inspection and additional testing. The topsoil shall NOT be spread until the Engineers' sampling and testing is completed, unless otherwise directed. The Engineer reserves the right to reject any topsoil which does not fall within acceptable limitations of this specification and the initial submittal to design including the landscape architect approved sample and the approved test report. Where the topsoil is rejected, it shall be immediately removed from the site. Where it has been determined by the Arboriculture and Horticulture Unit that soil amendments are allowable, the correction shall be made at the Contractor's expense, except as outlined below. Additional testing after amending shall also be at the Contractor's expense. All testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department.

Engineer's determination based on test results of delivered material: Should Agency's test results show organic content between 3% and 5%, and where allowed by the Engineer, organic matter may be added and thoroughly incorporated in the stockpile to bring the soil to the required minimum of 5% organic content. The Contractor will be required to re-test after incorporation of additional organic matter to assure a minimum organic content of 5%. Under no circumstances shall the organic content exceed twelve (12%) percent. Should Agency test results of delivered material show organic content greater than twelve (12%) percent, the soil shall be rejected and removed from the site.

Should Agency's test results show pH between pH 5.0 and 6.0, and where directed by the Engineer, limestone may be added at the Contractor's expense to bring the soil to the required minimum pH 6.0. The Contractor will be required to re-test after incorporation of limestone to assure a minimum pH 6.0. Should Engineer's test results of delivered material show a pH greater than 7.2 the soil shall be rejected and removed from the site.

The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

PK-37.6. APPEAL PROCESS: The Engineer shall visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Engineer suspects that the topsoil delivered to the site has excessively high levels of organic matter, clay, etc. that would not be within

the allowable levels listed in this specification, the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Engineer's determination, the Arboriculture and Horticulture Unit will take samples so additional tests may be performed at Contractor's expense. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the DDC's Quality Assurance and Construction Safety (QACS) Bureau. These results shall be considered final.

MEASUREMENT AND PAYMENT: The quantity of **TOPSOIL FOR PLANTING PITS & BEDS** to be paid for under this Item shall be the number of **CUBIC YARDS** of topsoil furnished, placed, and incorporated in the completed work in accordance with the plans, specifications, and directions of the Engineer, measured in trucks used for delivery, at the site of the work. No topsoil shall be furnished until ordered by the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of topsoil measured in trucks used for delivery, and shall include the cost of all labor, materials, and equipment necessary to prepare topsoil areas, test, furnish, place, and incorporate topsoil and all other work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Unclassified Excavation, (where required prior to installation of new topsoil) shall be paid under their respective items.

Delivery ticket with name and address of vendor, date, and estimated volume must be supplied to the Engineer prior to truck measurement.

Payment will be made under:

Item No.	Description	Pay Unit
PK-37	TOPSOIL FOR PLANTING PITS & BEDS	CUBIC YARD

SECTION PK-473
Decompact Existing Tree

PK-473.1. DESCRIPTION: Under this Section the Contractor/Subcontractor's arborist shall **DECOMPACT EXISTING TREE**, in accordance with the plans, specifications, and as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21) or their designated representative. Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above mean grade. The work of this item also includes any required preparation of the existing tree and surrounding soil for the installation of the new tree pit as detailed on the plans. The concrete retaining wall and granite cobblestones used to form the tree pit are paid for under their respective items.

PK-473.2. GENERAL REQUIREMENTS:

(A) **NOTIFICATION:** Before any decompaction work can begin under this item, the Contractor must notify a minimum of 48 hours prior to beginning work both the Director of Forestry, **Manhattan**, at (212) 860-1845 and the Engineer.

All of the following information and instructions are subject to the approval and direction of the Engineer, in consultation with the Tree Consultant (Item 4.21).

(B) **QUALIFICATIONS REQUIRED:** The Contractor/subcontractor (arborist) performing the work shall meet the tree pruning qualifications specified in Subsection 4.18.3. of the Standard Highway Specifications.

PK-473.3. MATERIALS:

(A) Compost: shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty-five (25%) percent to a maximum of fifty (50%) percent organic material.

Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal.

Organic biosolids are not acceptable. Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites.

PK-473.4. METHOD:

(A) Where specified, existing trees to remain shall be decompacted after completion of construction operations including excavation, paving, pruning, and backfilling. Decompaction shall be performed utilizing one of the three methods listed below as shown on the contract tree mitigation plan or as determined by the Engineer, in consultation with the Tree Consultant (Item 4.21). All tree root protection shall be removed prior to starting decompaction and decompaction shall not be performed in frozen ground conditions.

1. Air-Tilling of the Critical Root Zone Method: Using a pneumatic device, the area within a 3 to 5 foot radius of the tree stem, as determined by the Engineer, in consultation with the Tree Consultant (Item 4.21), and specified on the Tree Mitigation Plan, is to be tilled to a depth of 6 to 8-inches using a compressed air gun. Compost backfill shall be applied to the area at a depth of 1-inch and tilled into the soil using a compressed air gun. The area shall be top dressed with four (4") inches of shredded bark mulch (Item PK-35) and thoroughly watered (no separate payment).

2. Radial Trenching Method: Using a pneumatic device, narrow trenches, 18 to 24-inches wide, shall be cut in a radial pattern throughout the root zone. These trenches appear similar to the spokes of a wagon wheel. The trenches shall begin two (2') feet from the trunk of the tree and between buttress roots to avoid cutting any major support roots. The trenches should extend at least as far as the dripline of the tree. The trenches shall be 8-12 inches in depth. Compost backfill shall be used to fill the trenches. Where required, fertilizer may be mixed with the compost and applied. The area shall be thoroughly watered after completion.

3. Vertical Mulching Method: Three inch (3") diameter holes shall be excavated 12" deep, spaced 30" on center in a grid pattern throughout the root zone of the tree. Compost backfill shall be used to fill the holes and the area shall be thoroughly watered after completion.

<u>Tree DBH</u>	<u>Number of 3" Dia. Holes</u>
0-6"	40
6-12"	60
12-18"	80
18-24"	100
24-30"	120
30-36"	160
36-42"	180
42-48"	200
Over 48"	220

Where a pneumatic device is required, work shall be performed with a device such as an Air-Spade® CGP System, as manufactured by Concept Engineering Group, Inc. Verona, PA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations. All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21), or his designated representative.

(B) Watering: Watering shall take place at one-week intervals for a period of three weeks following decompaction at a rate of 750 gallons of water per 1000 square feet of decompacted area. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the Engineer each week.

Watering for trees shall be conducted by dispersing water to plants individually. Water shall be delivered to each plant under low pressure through the end of an appropriate sized hose or watering wand, or soaker hose anchored by pins where

appropriate. The rate of watering should allow maximum penetration of water into the soil and at a rate that does not displace mulch or soil, cause uprooting or exposure of plant root to the air or break saucers around plants that were created to hold water.

Water shall not be applied in a manner which damages plants, stakes or adjacent areas. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a free hydrant permit from the Department of Environmental Protection. Permits are issued for a 30-day period, and the Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their DDC contract, indicating exemption from the permit fee, as described in NYC DOT Standard Highway Specifications under Division 1 Contract Requirements Section 1.06.23. (A) Permits, with a general description of the hydrant location (s) they propose to access. The Telephone number of Bronx offices is 718-579-6975 or 6985.

PK-473.5. SUBMITTALS: All submittals shall be as specified in Subsection 4.18.3.(E) of the Standard Highway Specifications.

PK-473.6. MEASUREMENT: The quantity of DECOMPACT EXISTING TREE to be paid for under this Item shall be the number of trees decompacted, to the satisfaction of the Engineer.

PK-473.7. PRICE TO COVER: The price bid shall be a unit price for EACH existing tree decompacted and shall include by the cost of all labor, materials, equipment, insurance, and incidentals necessary for decompacting trees by either vertical mulching, radial trenching, or air-tilling the critical root zone as directed to complete the work including, but not limited to, composting and watering; all in accordance with the plans, the specifications, and directions of the Engineer. The price bid shall also include the work required to prepare the existing tree and surrounding soil for the installation of the new tree pit as detailed shown on plans. The concrete retaining wall and granite cobblestones used to form the tree pit are paid for under their respective items.

Where shown on the Tree Mitigation plan and/or Demolition plan, the Contractor shall protect existing tree roots with mulch and/or plywood, the cost of which shall be deemed included under all scheduled items.

Payment for furnishing and placing Shredded Bark Mulch, as required, will be made under Item PK-35.

Payment will be made under:

Item No.	Item	Pay Unit
PK-473	DECOMPACT EXISTING TREE	EACH

ITEM NO. NYC-670.10000182 - REMOVE, REFURBISH, AND REINSTALL
EXISTING LIGHT POLES

ITEM NO. NYC-670.10000282 - REMOVE AND SALVAGE EXISTING LIGHTPOLES
FOR NYC PARKS

DESCRIPTION

The work shall consist of removing, refurbishing, rewiring, installing new luminaires, and reinstalling two existing historic light poles as indicated on the drawings, the specifications and direction of the Engineer. Refurbishing shall include, but not limited to, asbestos abatement (Item No. 028013), removal of existing coatings found to contain lead, priming, repainting, and metalwork restoration.

The work shall also consist of removing, salvaging, and delivering to the NYC Parks Department the remaining light poles that are not scheduled for reuse in the project.

MATERIALS

LED Riverside Luminaires - Specification 465 (as revised herein).

CONSTRUCTION DETAILS

Regulatory Requirements: Electrical work shall conform to NFPA 70 and shall be listed by Underwriters Laboratories, Inc. suitable for the purposes specified.

Performance Criteria: The intent of this Item is to remove the existing light poles, remove all finishes, repair damaged areas, prime and paint, replace missing and deteriorated fasteners, cover plates, and other fittings, furnish and install new Globe-type LED Luminaires, including making adjustments and new fittings, completely rewired, with all the work meeting NFPA 70, UL, and NYC DOT requirements.

Special Experience Requirements: The contractor or subcontractor performing the work of these items must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work; such prior projects must have involved facilities determined by the City to be of landmark quality and/or historical significance.

Electrical Work: All electrical work shall be completed in a UL shop and provided with a UL listing. An electrical grounding stud shall be provided at the top of the pole.

Shop Drawings: Submit shop drawings for all work for approval by the Engineer. Show new and existing work, electrical work, installation, connections, material, size of members, fasteners, anchorages to new

concrete pedestals, accessory items, and finishes. A drawing in dgn format shall be provided for the refurbished pole that includes all dimensions and details. Indicate compliance with structural requirements on Shop Drawings, including structural analysis data for luminaire supports and anchorage materials and components signed and sealed by a Professional Engineer licensed in the state of New York. Coordinate Shop Drawings with all other work of the contract. Resolve conflicts with other work and make changes necessary to accommodate other work, as directed by the Engineer.

Castings: True to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes and other defects at locations affecting their strength and value for the service intended. Provide castings and forgings that are sound and free of warp or defects, or that impair strength and appearance. Mill joints to a close fit and finish exposed surfaces to smooth, sharp, well-defined lines and arises.

MATERIALS

Ductile Iron Castings ASTM A536. 84(2009) shall be best quality forged iron, tough, ductile and fibrous in character, of even texture, and known as true wrought iron. No mild steel or other substitute materials shall be used.

Concealed clips, angles, brackets, rods, plates and similar work shall be AISI 316 stainless steel. AISI 316L may be used where welding is required for fabrication. Concealed fasteners shall be AISI 316 stainless steel, ASTM F593 for bolts and ASTM F594 for nuts.

Anchor bolts for fastening the lighting poles shall be new custom to match the existing bolts in appearance, including diameter and height. The anchor bolt shall conform to ASTM A567. All threads shall be galvanized per ASTM A153.

Metal Filler for filling holes, cracks, and similar defects in cast and wrought iron and where required to conceal fasteners shall be a two-component engineering-grade silicon steel alloy based polymeric paste formulated for repair and rebuilding of machinery and equipment with minimum adhesion strength values for steel: ASTM D1062 - 1400psf; ASTM D1002 - 2,700 psf. Filler shall be approved by the Engineer.

Paint system for lighting poles parts shall be Aromatic Polyurethane Mio-Zinc Filled Primer, with Polyamid amine Epoxy intermediate coat, and , Aliphatic Acrylic Polyurethane topcoat, or equal shop applied industrial coating system capable of field touch-up, as approved by Engineer.

The luminaire shall comply with all Sections of Specifications No. 465 except for Section 3, which is changed to read as follows;

The luminaire shall be a 20 watt Globe LED fixture. The manufacture shall be Spring City with a 20 inch white polycarbonate globe and LEDs that produce a color temperature of 4000K. The teon casting shall be cast aluminum and be painted to match the pole. The fixture shall operate at the voltage indicated on the contract drawings.

All materials inside the housing shall be corrosion resistant, and shall have a protective coating providing a corrosion resistant finish. Metals in contact shall be compatible to prevent corrosion due to contact of dissimilar metals. The fastening arrangement shall be of corrosion resistant material, shall be such as to prevent relative motion between fastener members, and shall permit easy opening and closing of the power driver compartment assembly with snap action. A means shall be provided to prevent accidental opening of the fastening arrangement.

The fastening arrangement shall be simple but positive in the operation of keeping the power driver compartment assembly in closed position.

If rivets are used in hinge or fastening arrangement, rivets shall be stainless steel or bronze

CONSTRUCTION DETAILS

Performance Criteria: The work of these items requires restoration of the historic light poles indicated on the plans to a structurally sound condition matching the original light poles appearance and as modified to support the LED lighting fixture and as indicated on the drawings to accommodate new work and conditions.

The work includes, but is not limited to: documentation, asbestos abatement, light pole removal, coating removal, repair, reinforcement, patching, replacement, replication, surface preparation, finishing, reinstallation, mock-ups, field samples, shop drawings, samples, and similar work.

The drawings and specifications indicate the required aesthetic and structural criteria and performance requirements and are intended to establish the basic dimension, form, profile, finish, and appearance of the restored light poles. The Contractor shall be responsible for providing restored light poles within these parameters, making modifications or additions required to meet specified requirements and to maintain the aesthetic design concepts and structural requirements for the entire work including reinstallation and anchorage to the proposed mounting.

Field Measurements: Verify dimensions, locations of railings, anchorage locations, coping stone joints, and other existing work adjacent to the poles by field measurements before fabrication. Indicate field measurements and adjacent work on Shop Drawings.

Coordinated Mock-ups: Provide mock-ups of each item as indicated on the drawings and as directed by the Engineer for evaluation of assembly interfaces, dimensions, tolerances, and color selections. Mock-ups shall be installed concurrently with other coordinated mock-up items as indicated on drawings. Do not begin final installation of work until the coordinated mock-ups are approved by the Engineer.

Structural Requirements: Design criteria shall be in accordance with the load requirements for lighting poles of the AASHTO LTS-5-M Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 5th Edition, Including Errata (2009), Interim Revisions (2010) and with all current interims and the NYC Building Code, Section 1607.7.1 Handrails and Guards.

Fasteners: Select fasteners of type, grade, and class required to produce connections suitable for connection of the luminaire, assembly of the pole and capable of withstanding design loads. Provide concealed fasteners, unless otherwise indicated, or approved by the Engineer.

Samples: Submit Samples of each type of new casting and forging required to attach the proposed luminaire and each type of connection for approval by the Engineer. Approved samples may be incorporated into the finished work.

Field Samples: After approval of Shop Drawings and Samples, prepare a Field Sample of the restored light pole for inspection and approval by the Engineer. The location of the inspection shall be selected by the Contractor and approved by the Engineer. The approved Field Sample shall be the standard by which completed work will be accepted, and shall be used as part of the finished work. In the event that the Field Sample is not approved, a new Field Sample shall be prepared.

Castings: New castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes and other defects at locations affecting their strength and value for the service intended; Provide castings and forgings that are sound and free of warp or defects, or that impair strength and appearance. Match details, orientation, and texture of existing ornamental metal work for new and replacement pieces. Mill joints to a close fit and finish exposed surfaces to smooth, sharp, well-defined lines and arises.

Removal of Historic Light Poles: Disassemble poles on-site using procedures that prevent damage to existing poles and adjacent construction. Label, remove, tag or mark, and catalog all parts. Remove from the site all lighting pole parts and transport parts to fabricators shop for restoration. All work for dismantling, handling and removal associated with the light pole restoration shall be completed in accordance with the requirements of OSHA Standards at no additional cost to the City.

Coatings Removal: Remove coatings from the lighting pole chemically or mechanically to remove all corrosion and paint without damage to the iron or other material. Comply with applicable local, state, and Federal codes and regulations for lead paint removal and disposal.

Existing Wiring and Insulation: Remove existing wiring and insulations from the light poles. The items contain asbestos and removal shall comply with Section 028013 of the specifications and applicable local, state, and Federal codes and regulations for asbestos removal and disposal.

Restoration, General: Restore all missing, cracked, and severely bent or deteriorated elements with new parts, as directed by the Engineer. Indicate replacement parts on shop drawings and schedules. Repair existing elements by welding on new sections where possible as required to provide sound, smooth, even surfaces matching adjacent surfaces. Fill holes, cracks, gouges, and other imperfections with metal filler.

Coordinate and furnish anchorages and setting drawings, diagrams, templates, instructions and directions for the installation of work embedded in steel construction or attached to other work. Provide anchorage devices and fasteners where necessary for securing light poles to other work.

Attachment to Parapets: The refurbished lighting pole shall be reinstalled at locations indicated on the contract drawings using new anchor bolts and hardware in accordance with the approved shop drawings.

METHOD OF MEASUREMENT

NYC-670.10000182 - Remove, Refurbish, and Reinstall Existing Light Poles: will be measured by each light pole removed, refurbished, reinstalled, and accepted by the Engineer.

NYC-670.10000282 - Remove and Salvage Existing Light Poles for NYC Parks. This item will be measured by each light pole removed, salvaged, and delivered to the NYC Parks Department yard in a condition acceptable to NYC Parks Department

BASIS OF PAYMENT

The unit price bid each for Remove, Refurbish, and Reinstall Existing Light Poles shall include the cost of furnishing all labor, materials, equipment, insurance, and incidental required to complete the work in accordance with plans, the specifications and directions of the Engineer.

The unit price bid each for Remove and Salvage Existing Light Poles for NYC Parks shall include the cost of furnishing all labor,

materials, insurance, and equipment necessary to complete the work which shall include, but not limited to, the costs of light pole restoration, material disposals, and light pole deliveries to designated NYC Parks storage facilities

Asbestos abatement will paid for under Item 028013.

Payment will be made under:

Item No.	Description	Pay Unit
NYC-670.10000182	REMOVE, REFURBISH, AND REINSTALL EXISTING LIGHT POLES	EACH
NYC-670.10000282	REMOVE AND SALVAGE EXISTING LIGHT POLES FOR NYC DPR	EACH

REFERENCE SPECIFICATIONS
(NOT A BID ITEM)

**CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION
CHIEF TRANSPORTATION OFFICER TRAFFIC
ENGINEERING SECTION DIVISION OF STREET LIGHTING**

SPECIFICATIONS NO. 104

**SPECIFICATIONS FOR
CAST IRON TYPE "B" LAMPPOST WITH INTERNAL**

FLANGE Dated: August 10, 1984

REFERENCED DRAWING: H-46 Dated: September 29, 1958

INDEX

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PAGE 4 V.-SAMPLE PAGE 4 VI.-REQUESTED PERFORMANCE TIME PAGE 4 VII.-
DELIVERY MODE AND METHOD PAGE 4 VIII.-PACKING PAGE 5**

I. REVISIONS

REV	DESCRIPTION	DATE	APP'D
1	Added "REVISIONS" as Section I on page 2; General up-date of Cover Sheet; Replaced all instances of "Bureau of Traffic Operation" and "Bureau of Electrical Control" with "Division of Street Lighting"; Added Commodity Codes under Section VIII, "PACKING"	4/17/95	
2	Revised to remove Pedestal portion of the pole for 215 th Street Contract	7/6/201 2	

II-GENERAL

Type "B" lamppost shall be cast in a single piece, the upper part is only required for this contract, as shown on reference drawing H-46, Modified "B" Pole, latest revision.

Material shall be gray iron of good quality and shall conform to the requirements for Class #20 of the ASTM Specifications for Gray Iron Casting, Designation A-48, and latest revision in effect at the time of invitation to bid.

The cores shall be carefully set and secured, so that cross-sections of all parts shall be of uniform thickness. Castings must be reasonably smooth and even, and must not show the parting lines of the patterns or molds.

Castings shall be made in properly vented molds faced with the best material to give optimum smoothness to surface, and shall be sand blasted and thoroughly cleaned before painting.

All castings shall be true to form and shall conform to dimensions on drawing. Castings shall be free from blow holes, sand holes, and all other defects. Surface shall be reasonably smooth and free from scabs, scales, and fused on sand, with all architectural details sharply defined. Runners, risers, fins, and all other cast-on pieces shall be removed. Castings shall be drilled, tapped, machined where indicated, or where required, to insure neat, close, and true fit between parts.

The contractor shall properly finish such portions of all castings as are necessary to assure that such castings shall fit in a neat and satisfactory manner. The lampposts shall be so made and fabricated that pedestals and columns shall be interchangeable without refitting.

Painting shall consist of one shop coat of red oxide primer. Paint shall also cover the part of column that fits into pedestal and the interior part of pedestal into which column fits.

All bolts, nuts, washers, and screws used in the assembly of the lampposts shall be of stainless steel, 300 Series, 18-8.

Any change in material, parts, method of manufacture or processing, whether by contractor or by a subcontractor, shall be subject to approval of the Chief, Division of Street Lighting, prior to proceeding with the change.

III -COLUMN

The ornamental column shall be a one piece casting, having an ornamental top and

bottom with fluted section between. The lowest section of the column, which fits into the pedestal, shall have a machine joint. The joints and edges must give a perfect fit, and columns and pedestals must be interchangeable. The columns when fitted into pedestals shall be perfectly straight and true. Top column shall have dimensions as shown on drawing to permit attachment of park type luminaire.

IV-SAMPLE

Prior to the manufacture of the required number of lampposts contractor shall make one (1) complete sample within consecutive calendar days after notification from the Division of Municipal Supplies.

When the samples are ready, contractors shall notify the Division of Municipal Supplies, Bureau of Quality Assurance, 19th Floor, Municipal Building, New York City, New York 10007, and the Department of Transportation, Division of Street Lighting, 34-02 Queens Blvd., L.I.C., NY 11101.

Sample and test shall be set up in contractor's plant for inspection by the Chief, Division of Street Lighting of the Department of Transportation and the Director of the Division of Municipal Supplies or their delegated representatives, or if required, shall be delivered to a point within the City of New York designated by the Chief/Director, charges prepaid, within 45 days of notification.

V -REQUESTED PERFORMANCE TIME

Deliveries: Delivery of the units on order shall be made as follows:

Contractor shall make an initial shipment of 30% of number of units on order within 45 cc days after perforated date of purchase order. Subsequent shipments shall be made at the rate of 35% of number of units on order within every 30 consecutive calendar day period until the entire order is completed.

If a defective unit is delivered, it shall be picked up by contractor from the Department of Transportation, Division of Street Lighting Storeroom at 45-03 37th Avenue, Long Island City, New York 11105, and when repaired shall be returned by contractor to the same storeroom, or as directed by the Chief.

VI -DELIVERY MODE AND METHOD

Delivery shall be to storeroom accessible to truck delivery at 45-03 37th Avenue, Long Island City, NY 11105, or to any other point within City limit at the direction of the Chief, Division of Street Lighting of the Department of Transportation.

Contractor shall give at least twenty-four hours notice in writing or by telephone before each delivery to the Department of Transportation, Division of Street Lighting; Attention: Person-in-charge of storeroom, 45-03 37th Avenue, Long Island City, New York 11105 Telephone (718) 361-8088.

Deliveries are to be made Monday to Friday 10:00 A.M. to 2:00 P.M. holidays excepted. Contractor shall deliver into the yard designated, unload, stack, and store at site accessible to truck delivery only, under the direction of the representative of the City at site.

Contractor shall furnish all necessary dunnage, blocking, and other necessary supplies to be used for the safe stacking and stocking of the units called for on the contract.

Contractor shall arrange same to the satisfaction of the representative of the City to insure safe and satisfactory storage.

All material shall be delivered in packages in perfect and acceptable condition as directed by the Department of Transportation, Division of Street Lighting.

VII -PACKING

Packing shall be standard commercial. Unless otherwise stated, uniform packing shall be maintained for each delivery. Packing shall be labeled on the narrow side with the quantity, unit, description, vendor, name, commodity code, shipping instructions, order and contract number.

Contractor's packing list must accompany delivery and must be attached to packing or inserted therein.

Separate packing list for each individual shipping instruction or order is a must. Do not consolidate on one packing list.

Commodity Codes: Pedestal 20P2902

Column (B9) 20C1201

Column (B12) 20C1204

NO FURTHER TEXT

REFERENCE SPECIFICATIONS
(NOT A BID ITEM)

**CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION BUREAU OF TRAFFIC
DIVISION OF STREET LIGHTING**

SPECIFICATIONS NO. 465

SPECIFICATIONS FOR

LED PARK TYPE LUMINAIRE

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SPECIFICATIONS NO. 465

I. REVISIONS

REV	DESCRIPTION	DATE	APP'D
	LED PARK TYPE LUMINAIRE ADD XVI CONTROLS		

II. GENERAL

The luminaire shall be of Lighting Emitting Diode (LED) type designed for post top mounting. The luminaire shall be UL listed for wet location and IP66 classified for led enclosure. The enclosure shall be cast aluminum with integral weather tight LED driver compartments and high performance heat sinks specifically designed for LED lighting applications.

The luminaire shall be 75 Watt, equipped with a built-in power driver, and shall be designed for operation on a 120 volt, 60 Hz, with LED amperage 350 MA, and shall operate normally in temperatures from -20 degrees Celsius to 50 degrees Celsius.

The luminaire shall consist of housing with electrical components and an optical system.

The luminaire shall provide efficient even illumination, be optically sealed, mechanically strong, and easy to maintain. The driver components shall be mounted in a structurally sound manner within the housing of the luminaire, with provision made for optimum heat dissipation. The terminal board, fuse, and driver components shall be readily accessible, and the optical assembly shall be sealed against the entry of moisture, dirt, and insects.

The luminaire shall withstand severe outdoor conditions due to seasonal changes in temperature and shall be structurally capable of operating satisfactorily in winds of 80 miles per hour with 50% gust.

The wiring of the luminaire to the primary circuit shall be done at the terminal board in the power driver compartments.

The whole luminaire assembly shall be completely prewired, requiring only the connection of the primary circuit wires for its operation.

Hereafter in these specifications the expression "Subject to Approval" shall mean "Subject to Approval of Director, Division of Street lighting".

Any material may be substituted for a material specified herein provided that the substitute material is equal to or better than the material specified herein subject to approval.

All equipment shall be as specified herein or approved equal.

III. HOUSING

The luminaire housing shall conform to the following:

River Side Park Fixture shall be as per Standard Drawing J-5259 or J-5259A

Central Park Fixture shall be as per Standard Drawing H-5196

2085 Park Fixture shall be as per Standard Drawing H-5195

All materials inside the housing shall be corrosion resistant, and shall have a protective coating providing a corrosion resistant finish. Metals in contact shall be compatible to prevent corrosion due to contact of dissimilar metals. The fastening arrangement shall be of corrosion resistant material, shall be such as to prevent relative motion between fastener members, and shall permit easy opening and closing of the power driver compartment assembly with snap action. A means shall be provided to prevent accidental opening of the fastening arrangement. The fastening arrangement shall be simple but positive in the operation of keeping the power driver compartment assembly in closed position. If rivets are used in hinge or fastening arrangement, rivets shall be stainless steel or bronze.

IV. MOUNTING HARDWARE

The mounting hardware required for attaching the luminaire to the pole top shall be as specified on standard drawings, and shall be adequately support the luminaire in winds of 80 miles per hour with 50% gust.

V. LENSES

Each LED board shall have a lens that will direct the output light in a way that the luminaire shall give the light distribution and luminaire efficiency as described under "PHOTOMETRIC REQUIREMENTS". Lenses shall be of a material that will not attract dirt, withstand outdoor weather and ultra-violet stabilized with smooth outside surface. Lenses shall be completely sealed and shall be moisture proof and dirt proof.

VI. CASTINGS, HARDWARE, AND PAINTING

See standard drawings and original specifications for details.

All screws, washers, and nuts shall be stainless steel, or steel of a corrosion finish.

VII. ELECTRICAL COMPONENT

The electrical components in the luminaire shall include an electronic power

driver, fuse holder with fuse, and terminal board with pressure type terminals, all to be prewired and tested at the point of manufacture. The LED power driver shall be 120– 277 Volt, 50 / 60 HZ, class 1, LED driver, with power factor more than 90% and THD less than 20% of full load. Integral weather-tight electrical box for easy power hook-up. Voltage dips up to 30% below the nominal line volts of 120 shall not affect LED board power or cause luminaire to dim or fail.

The terminal board shall be equipped with two (2) clamp-type pressure terminals for connection to the phase leg and neutral of the primary circuit. The terminals shall be properly identified for connection, with notations on terminal board, color coding, or wiring diagram.

The whole luminaire assembly shall be completely prewired requiring only the connection of the primary circuit wires for its operation.

Wiring shall be #16 stranded wires, with silicone rubber insulation, fiberglass sheath and lacquer finish, or cross-linked polyethylene insulation of 105° Celsius rating.

VIII. PHOTOMETRIC REQUIREMENTS

The luminaire shall have a total delivered light efficiency of not less than 90% of initial delivered lumens at 25000 hours of life of LEDS, and 70% of initial delivered lumens at 50000 hours of life of LEDS, measurements shall be done at 25 degrees Celsius.

Luminaire initial delivered lumens at 25 degree Celsius shall be 3600 minimum, with color temperature range 4000–4500 degrees Kelvin. Color Rendering Index shall be more than 71% (CRI > 71%) at 25 degree Centigrade.

Luminaire shall have a maximum upward lighting of 2.5% of total lumens output, with no significant glare and IES classifications, type III or type V if specified by Street Lighting Division Longitudinal classification shall be short.

The successful bidder shall submit for approval to the Director and Division of Street Lighting certified photometric test data report, giving the light distribution pattern, the luminaire efficiency and measurements as per IES-LM-79-08. The test report shall certify that the luminaire comply with the photometric requirements, and include the performance data of luminaire with time and the junction temperature. UL certification and IP66 certification shall be submitted.

All tests shall be performed by an independent and recognized testing laboratory.

IX. SAMPLE

Low bidder shall submit a sample prior to award together with all certification tests within 30 consecutive calendar days after bid opening.

The City of New York reserves the right to require all bidders to submit a sample within 30 days after notice.

Additional time for submission of sample may be granted only by written application to the Director of the Division of Street Lighting.

When the sample is ready the bidder shall notify the Division of Street Lighting, Bureau of Traffic, 34-02 Queens Blvd., Long Island City, New York 11101.

All manufacturers must submit samples with all required test reports for Street Lighting to be tested by DOT for a duration specified by the Division.

The City reserves the right to waive submission of sample. If sample is required, no award will be made until written approval of sample by the Division of Municipal Supplies, Bureau of Quality Assurance has been given.

X. CHANGES

After written approval, any change in material, parts, method of manufacture, or processing, whether by contractor or by a sub-contractor, shall be subject to approval prior to proceeding with the change.

XI. GUARANTEE

The vendor shall guarantee the entire luminaire against defects of materials and parts, workmanship, and failure to operate properly in service for a period of seven (7) years after date of final delivery or seven (7) years after being placed in service, whichever occurs first. Guarantee shall cover operation of luminaire, luminaire shall be considered defective if any part of the luminaire fail, power driver is not performing correctly, lighting output has decreased by 30% of the initial delivered lumens, or lighting color has changed to outside the specified range.

XII. DELIVERIES

Delivery points are suitable for truck delivery only. Sufficient help, material, and equipment must be provided by the vendor to safely unload and stack shipments to the satisfaction of the representative of the Division of Street Lighting. Pick-ups and deliveries will be permitted between the hours of 10:00 a.m. and 2:00 p.m., Monday through Friday, except holidays.

Note: There is no platform service at delivery points.

If within the period of the contract the Division of Street Lighting wishes to change the delivery point to any destination within the City limits, they may do so upon written notice to the Contractor and the Division of Street Lighting. Delivery point shall be Storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105.

Defective units shall be picked up from the Division of Street Lighting storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105 and when repaired shall be returned f.o.b. to the same storeroom or as directed by the Director.

Appointments for receipt of deliveries must be made at least 24 hours in advance. Telephone
(718) 361-8088, Attention: -Person-in-charge at storeroom.

XIII. DELIVERY SCHEDULE

Deliveries -Delivery of the units on order shall be made as follows:

Contractor shall make an initial shipment of 30% of number of units on order within 45 consecutive calendar days after award. Subsequent shipments shall be made at the rate of 35% of number of units on order within every 30 consecutive calendars day period until the entire order is completed.

XIV. IDENTIFICATION NUMBERS

The inscription "Property of New York City" shall appear on the inside of the housing for the luminaries in a convenient location in letters approximately 1/2 inch high, also it shall have the manufacture name and date of manufactured.

XV. IDENTIFICATION OF WATTAGE AND LABELING

On the housing of the luminaire there shall be an identification means permanently attached to allow for identification of the wattage. The means shall be visible to an observer standing at street level under the installed luminaire and shall be subject to approval at the time the sample is submitted.

Identification means shall consist of a black number on a gold colored square.

Anatomy of the Facts Label:

Label shall be included in the fixture; it shall have light output lumens, watts,

lumens/watt (Efficacy), color rendering index (CRI), correlated color temperature (CCT) and IESNA LM79-2008.

XVI. PACKING

Packing shall be standard commercial unless otherwise stated in the schedule; uniform packing shall be maintained for each delivery. Every carton or package shall be labeled on the narrow side with the quantity, unit, description, vendor, name, commodity code, shipping instructions, order, and contract number.

Contract Vendor Packing List must accompany delivery and must be attached to Bill of Lading and not attached to carton or inserted therein.

Separate packing list for each individual shipping instruction or order is a must. Do not consolidate on one (1) packing list.

Luminaries shall be packed one (1) each, with refractor, in a cardboard carton.

XVI. CONTROLS

Photoelectric control (PEC) unit shall be weatherproof and not affected by moisture, vibrations or changes in temperature. PEC shall have an acrylic window and ultraviolet inhibitor. Mounting hardware shall be provided the unit to be mounted in the base of the fixture and to allow unit to be easily removed for maintenance. All wiring shall be color coded.

PEC control unit shall be rated for control of lighting circuit voltages indicated in the contract documents (or bid documents). PEC cell shall have a minimum operating range level of 1 to 3 footcandles. Turn-on shall be 1 footcandle \pm .2 footcandle. The ratio between the turn-on level to the turn-off level shall be one to three or one to four.

Dielectric strength between any current carrying part and metal mounting surface shall be 5 kilovolts minimum. A time delay of approximately 15 seconds shall be basic to the design of the PEC cell to prevent false switching due to temporary changes in light intensity, i.e. vehicle headlights or lightning.

PEC unit shall be rated for operation over a temperature range of -58 °F to +140 °F. The unit shall have a life at a rated load of 5,000 on-off operations minimum. The unit shall be capable of switching a load of 200 watts and if required in the contract documents shall be capable of switching an adjacent fixture.

NO FURTHER TEXT

SECTION 028013

ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

1.01 SCOPE

- A. The "General Conditions" apply to the work of this Section.
- B. The Contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the Contractor shall replace the ACM with non-asbestos containing materials. An allowance \$15,000.00 for the General Contractor is herein established for this incidental work when so ordered and authorized by the Commissioner through a written Work Order Letter.
- C. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE RULES AND REGULATIONS OF THE ASBESTOS CONTROL PROGRAM AS PROMULGATED BY TITLE 15 CHAPTER 1 OF RCNY AND NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56 CITED AS 12 NYCRR, PART 56 WHICHEVER IS MORE STRINGENT AS PER LATEST AMENDMENTS TO THESE LAWS AND AS MODIFIED HEREIN BY THESE SPECIFICATIONS.
- D. ALL DISPOSAL OF ASBESTOS CONTAMINATED MATERIAL SHALL BE PER LOCAL LAW 70/85.
- E. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT CERTAIN METHODS OF ASBESTOS ABATEMENT ARE PROTECTED BY PATENTS. TO DATE, PATENTS HAVE BEEN ISSUED WITH RESPECT TO "NEGATIVE PRESSURE ENCLOSURE" OR "NEGATIVE-AIR" OR "REDUCED PRESSURE" AND "GLOVE BAG".
- F. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL HOLD THE DEPARTMENT OF DESIGN AND CONSTRUCTION AND THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSSES AND EXPENSES RESULTING FROM ANY INFRINGEMENT BY THE CONTRACTOR OF ANY PATENT, INCLUDING BUT NOT LIMITED TO THE PATENTS DESCRIBED ABOVE, USED BY THE CONTRACTOR DURING PERFORMANCE OF THIS AGREEMENT.
- G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

- H. Prior to starting, the Contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as directed in the Work Order Letter and as required by these Specifications. The Contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The Contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program one week prior to abatement work as per Title 15, Chapter 1 of RCNY.

The Contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required the Contractor is responsible to retain and NYSDOL Asbestos Project Designer as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the variance as required.

The Contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required the Contractor is responsible to retain and NYS Licensed Design Professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit such plans as required.

The Contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the contract or incidental work.

The Contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The Contractor shall have a NYSDOL Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required in Title 15, Chapter 1 of the RCNY.

- I. All work shall be done during regular working hours unless the Contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.
- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the Contractor to pay premium or overtime wages to complete the work. If the Commissioner orders

work in other than regular working hours, the Contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.08. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF CONTRACTOR

A. **General:** The special experience requirements set forth in Section B below apply to the bidder for this contract.

1. **Evaluation:** Compliance with the special experience requirements will be evaluated at the time of the bid. The bidder is advised that failure to meet such special experience requirements will result in the rejection of the bid as non-responsive. Compliance with the experience requirements set forth herein will be determined solely by the City.

2. **Compliance by the Bidder as an Entity:** Compliance with the special experience requirements must be demonstrated by the BIDDER ITSELF, i.e., the actual entity submitting the bid. The bidder itself must have been in existence as the same entity for the three year period prior to the bid opening. During such period, the bidding entity itself must have achieved compliance with the special experience requirements. The bidding entity may not use or rely on the experience or credentials of any other entity, regardless of any relationship such other entity may have to the bidder.

B. **Requirements:** The bidder must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The bidder must, as part of its bid, submit documentation demonstrating compliance with all listed requirements. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The bidder must, whether an individual, corporation, partnership, joint venture or other legal entity, must demonstrate for the three year period prior to the bid opening, that it has been licensed by the New York State Department of Labor, as an "Asbestos Contractor".

2. The bidder must, for the three year period prior to the bid opening, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The bidder proposing to do asbestos abatement work must be thoroughly experienced in such work and must provide evidence of having successfully performed and completed in a timely fashion at least five(5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$1,000,000 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the bidder must submit the following information for the project; name and location of the project; name title and telephone number of the owner or the owner's representative who is familiar with the bidder's work; brief description of the work completed as a prime or sub-contractor; amount of contract or subcontract and the date of completion.
 5. The bidder must demonstrate that it has the financial resources, supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The bidder must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract.
- C. Insurance Requirements: The asbestos contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- D. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof.

1.03 WORK ORDER LETTERS

Work Order Letters will be issued throughout the Contract period, and as required to cover the services requested.

1.04 ESTIMATED QUANTITY

The Department of Design and Construction reserves the right during the term of this Contract to determine the number of Work Order Letters and the Scope of Work to be included therein, and shall not be deemed to be limited by the estimate amount of the allowance, nor does this Contract guarantee or obligate the Department of Design and Construction to issue a required number of Work Order Letters. The Contractor is cautioned that payment will not be made for any work that is not authorized by the Department of Design and Construction.

When work is ordered, the Contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the Work Order Letter identified the project as being "urgent", then work shall commence not later than 48 hours from the time of notification. In this event, the contractor shall immediately notify EPA NESHAPS Coordinator, NYSDOL and NYCDEP of start of the work and file the necessary Asbestos Variance Application (ACP-9) with the NYCDEP.

In the event that the Work Order Letter does not identify the project as "urgent" the Contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by

letter, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;
- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.05 WORK INCLUDED IN UNIT PRICE

An allowance as identified in the Bid booklet has been established for any additional work in areas that contain asbestos that is exposed during construction. From this allowance, the Contractor will be paid a basic unit price of \$12.00 per square feet of asbestos containing material which will be required to be removed and replaced with asbestos-free materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05A TESTING LABORATORY SERVICES

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.

B. Air monitoring of Contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).

C. Qualifications of Testing Laboratory:

The Contractor shall employ an Industrial Hygienist or Laboratory to conduct air testing as described in paragraph 1.5 A (above). They shall be selected from the latest list of laboratories compiled by National Institute of Standards and Technology (NIST SRM 1876) as having participated in the NIST Proficiency Analytical Testing Program and been identified thereon as "Proficient" (P) in the analysis of samples for the presence of Asbestos.

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City. The City will pay all associated costs directly to this third party laboratory.

1.05B WORK AREA CLEARANCE LEVELS

"Clearance Air Monitoring" shall mean the employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity.

- A. The clearance criteria will be applied to each homogeneous work area independently.
- B. For PCM analysis involved in alteration or renovation projects, the clearance air monitoring shall be considered satisfactory when every sample is less than or equal to 0.01 f/cc or less than the ambient concentration, whichever is larger.
- C. For PCM analysis involved in pre-demolition abatement activities, the clearance air monitoring shall be considered satisfactory when every sample is less than or equal to 0.05 f/cc or less than the ambient concentration, whichever is larger.
- D. For TEM analysis, the clearance monitoring will be considered satisfactory if conducted in accordance with 40 CFR Part 763, Subpart E, Appendix A- Section IV - Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions.

1.06 PAYMENT REQUEST

- A. Request for payment shall be submitted to the Commissioner, Department of Design and Construction not more often than every 30 days that this Contract is in force.
- B. Each payment request shall include copies of all Work Order Letters completed in that month. Each Work Order Letter shall be listed separately.

C. The following information shall be included for each Work Order Letter:

1. Description of work performed.
2. Linear footage and pipe sizes involved.
3. Square footage for boiler & breaching insulation removed.
4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
5. Square footage of encapsulation, sealing, patching, painting involved.
6. Total cost associated with compliance with Work Order Letter.
7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
10. Attach a copy of valid workmen compensation insurance.
11. Valid asbestos insurance per occurrence.
12. General liability insurance when required.

D. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.

E. EXPOSURE LOG: With this final payment, the Contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.07 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.08 METHOD OF PAYMENT

PAYMENT WILL BE MADE AS FOLLOWS, FOR ITEMS A THROUGH Q BELOW.

- A. **PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.07, multiplied by the unit price in Section 1.5.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$$100 \times 0.65 = 65 \text{ sq.ft.} \dots 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- B. **REMOVAL AND REPLACEMENT OF BOILER INSULATION:** (including Silicate Block) at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- C. **REMOVAL AND REPLACEMENT OF TANK INSULATION:** (including Silicate Block) at 1.5 times the unit price per square foot involved.
- D. **REMOVAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (Including Silicate Block, stiffening angles and wire lath). At 2.0 times the unit price per square foot involved.
- E. **REMOVAL AND REPLACEMENT OF DUCT INSULATION:** At 1.0 times the unit price per square foot involved.
- F. **REMOVAL AND REPLACEMENT OF SOFT ASBESTOS MATERIAL:** (Including sprayed-on fire proofing and soundproofing) at 1.0 times the unit price per square foot of surface area involved.
- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** At 0.5 times the unit price per square foot involved.
- H. **ENCLOSURE CONTAINMENT:** At 0.7 times the unit price per square foot involved.
- I. **PATCHING OR REPAIR:** Of item listed in A through F will be paid at 0.33 times the unit price per square foot involved.
- J. **SEALING ACOUSTIC PLASTER:** At 0.33 times the unit price per square foot involved.
- K. **PAINTING:** At .05 times the unit price per square foot involved.
- L. **REMOVAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire litter and disposal as asbestos containing waste at 0.80 times the unit price per square foot involved.
- M. **REMOVAL OF ASBESTOS-CONTAINING FLOOR OR CEILING TILES, TRANSITE PANELS:** (including any glue and mastic) and disposal as asbestos containing waste at 0.40 times the unit price (bid for Item 1) per square foot involved. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price (bid from item 1) per square foot involved.
- N. **CLEAN UP OF WORK AREA:** (Excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface at 0.20 times the unit price per square foot involved. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL OF ASBESTOS-CONTAINING BUILT-UP ROOFING MATERIAL:** Including mastic, flashing and sealant compound and provide temporary roof covering at 0.8 times the unit price per square foot involved.

Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the Contractor is directed not to install.

P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (Excluding any waste generated from Abatement under Item A-O) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.

Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** Along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste at a rate of \$25.00 per cubic foot of material removed.

R. **REMOVAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING: INCLUDING FRIABLE AND NON FRIABLE CAULKING, WEATHER-STRIPPING, GLAZING, SEALANTS OR OTHER WATERPROOFING MATERIALS APPLIED TO THE INTERIOR OR EXTERIOR SURFACES OF WINDOWS, DOORS, SKYLIGHTS, OPENINGS, PENETRATIONS, LOUVERS, VENTS, ETC.** at the rate of \$300.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: **CREDIT:** For items listed in A through F, credit will be taken at a rate of 0.33 times the unit price, times the respective multiplier (for each item) for each square foot of insulation which the Contractor is directed not to reapply in above items.

Note 2: **MINIMUM PAYMENT:** The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: **Payment will be made as described in Paragraph 1.06 herein**

Note 4: Provisions are made in this Contract to compensate the Contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.03, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.09 GUARANTEE

A. Work performed in compliance with each Work Order Letter shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.

- B. The Contractor shall not be held liable for the guarantee where the repair required under the guarantee is a result of obvious abuse or vandalism as determined by the Commissioner.
- C. The Commissioner of The Department of Design and Construction will notify the Contractor in writing regarding defects in work under the guarantee.

1.10 WORK BY OTHERS

The Department of Design and Construction reserves the right during the term of this Contract to have work performed on asbestos abatement projects by other Contractors and/or their own shop mechanics as warranted by field or project conditions.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that Contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the Contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other Contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 LOG

- A. The Contractor shall provide a permanently Bound logbook of minimum 8-1/2" X 11" size. Log book shall contain on title page the project name, name, address and phone number of Agency Representative; name, address and phone number of Contractor; name, address and phone number of Contractor's and City's air testing entity; emergency phone numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstance shall pencil entries be permitted.

Upon completion of the job and as a condition of its acceptance, submit the job logbook containing day-to-day record of personnel entering the Work Area, and any significant event occurring during the abatement of the project. Daily log entries shall be countersigned by the Construction Project Manager every day.

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the Contractor prior to start of work. At the conclusion of the work (after final air testing), the Contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture

and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the Contractor in buildings under their jurisdiction. However, it is the responsibility of the Contractor to ensure that hot water is provided for showering in the decontamination unit. The Contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the Contractor in a building, under their jurisdiction. The Contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the Contractor. However, it is the Contractor's (or the General Contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The Contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

Payment will be made under:

Item No.	Item	Pay Unit
028013	ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT	F.S.

END OF SECTION



KAM CONSULTANTS
35-40 36th Street
Long Island City
New York, 11106
Tel: (718) 729-1997
Fax: (718) 729-1876

**FINAL REPORT
OF
LIMITED ASBESTOS SURVEY SERVICES**

**RECONSTRUCTION OF WEST 215TH STEP STREET
EXTERIOR RENOVATION
WEST 215TH STREET BETWEEN BROADWAY & PARK
TERRACE EAST
NEW YORK, NEW YORK 10034**



Prepared For:

**NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION**
Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, 5th Floor
Long Island City, New York 11101

Prepared By:

**KAM CONSULTANTS
35-40 36th Street
Queens, New York 11101**

Final Submitted: December 09, 2011

**KAM CONSULTANTS
Project No.: BS10R-227
DDC Project No.: HWM215
DDC BEGS Task No.: 8047
Work Order Letter No.: 8047-KAM-BS10R-7581
Contract Registration No.: 20101411373**

TO: Mr. Jean M. Jean-Louis, Director
NYC Department of Design and Construction
Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, 5th Floor
Long Island City, New York 11101

ATTN: Richard Mesterole, BEGS Project Manager

SUBJECT: Reconstruction of West 215th Step Street Exterior Renovation
West 215th Street Between Broadway and Park Terrace East, New York, NY
10034
DDC Project Number: HWM215
DDC BEGS Task Number: 8047
DDC Work Order Letter Number: 8047-KAM-BS10R-7581

DATE: 12/09/2011

On 12/05/11, KAM Consultants performed a limited asbestos survey for the NYC Department of Design and Construction (DDC) at the Reconstruction of West 215th Step Street, West 215th Street Between Broadway and Park Terrace East, New York, New York 10034. The survey was requested by the DDC Bureau of Environmental and Geotechnical Services (BEGS) for the Exterior renovation being performed by the DDC DOT Program Unit.

On 12/05/2011 a limited asbestos investigation was performed by George Kouvaras of KAM Consultants at the Reconstruction of West 215th Step Street. George Kouvaras holds certifications from The New York State Department of Labor as an Asbestos Inspector (NYS-DOL Certificate No.90-13668) and The New York City Department of Environmental Protection as an Asbestos Investigator (NYC DEP Certification No. 119415). Representative bulk samples of all suspect and accessible materials scheduled to be disturbed during the planned upgrade, were analyzed by Polarized Light Microscopy (PLM) and/or Transmission Electron Microscopy (TEM).

The samples were analyzed by KAM Consultants located at 35-40 36th Street, Long Island City, New York, 11106, in accordance with Federal and State regulations. KAM Consultants hold accreditations from the following agencies:

- National Voluntary Laboratory Accreditation Program (Lab Code 10204-0)
- New York State Environmental Laboratory Approval Program (Lab No.11273)
- American Industrial Hygiene Association Accredited Laboratory (Lab No.100269)

ASBESTOS SAMPLING RESULTS

Analytical results of bulk samples collected indicated that the following materials contain asbestos greater than one percent (ACM):

SAMPLE NUMBER	LOCATION	MATERIAL/DESCRIPTION	Asbestos (%)
1	At Base of Lamppost	Caulking	7.7%CHR
2, 3	At Base of Lamppost	Caulking	NAPS (HA with sample1)
4	At Base of Railings	Caulking	6.6%ANTH
5, 6	At Base of Railings	Caulking	NAPS (HA with sample4)

CHR - Chrysotile

ANTH - Anthophyllite

HA- Homogeneous Area

NAPS - Not Analyzed Positive Stop

ASBESTOS ABATEMENT COST ESTIMATE

Cost estimates have been prepared with the following assumptions:

- Union labor or prevailing wage
- Insurance, profit and overhead costs have been estimated and will vary among contractors
- All work areas may not be able to be abated in a continuous fashion and down time may occur for varying periods.
- Electric power and water to be provided by others
- Prices do not include air monitoring costs
- Reinstallation work has not been factored into the cost estimates
- The cost includes the waste hauling charges, filing fees and other miscellaneous cost associated with asbestos abatement by the abatement contractor.
- Over Head and Profit figures have been rounded for ease of calculation

The following is an estimation outlining the cost for removal of various types of ACM:

NYC DEP §1-107 Foam Procedure for Exterior Caulking \$12.00/Sq. Ft.

The unit costs listed in this section are based on projects of similar size, location and complexity.

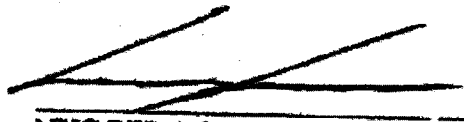
LOCATION	MATERIAL	Quantity	Unit Price	Total
At Base of Lampost	Caulking	2 SF	\$12.00/LF	\$ 800.00 *
At Base of Railings	Caulking	40 SF	\$12.00/LF	\$ 800.00 *
<i>Total</i>				\$ 1,600.00
<i>O & P 15%</i>				\$ 240.00
Grand Total				\$ 1,840.00

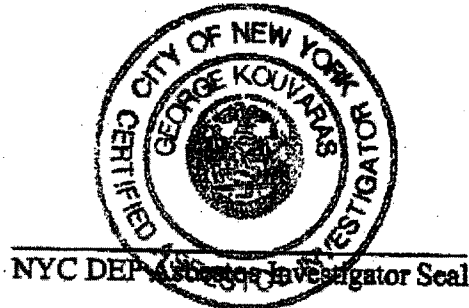
* Minimum Asbestos Abatement Cost

If you require further information or clarification on this survey, please contact George Kouvaras at (718) 729-1997.

Attachments:

1. Laboratory Report & Chain of Custody
2. Laboratory & Personnel Certifications
3. Bulk Sample Location Plan
4. ACM Location Plan


 NYC DEP Asbestos Investigator Name



ATTACHMENT 1:

LABORATORY REPORT & CHAIN OF CUSTODY

BULK SAMPLE ANALYSIS REPORT

KAM CONSULTANTS
 35-40 36th Street
 Long Island City
 New York, 11106
 Tel: (718) 729-1997
 Fax: (718) 729-1876



Lab Batch Number: 143348

Client: **DDC**
 Client Project Info: **WOL #: 8047-KAM-BS10R-7587**
 Project Name: **RECONSTRUCTION OF W 215TH STEP STREET**
 Project Address: **W. 215th Street Between Broadway & Park Terrace East, Manhattan NY**

Sample Number	Lab ID Number / Client ID Number	Sample Location	Sample Description	Homogeneity	Color	Tacture	Sample Treatment	NOB or Fibrous / Method	Adhesion Percentages and Type	TTL Adh %	Other Fibr. Mat. Percentages and Type	Non Fibrous Mat's - %
1	143348-1	At Base of Lamp Post	Caulking	Yes	Grey	Mixed	Acid Digestion & Ashing	NOB ELAP	7.7 Chrysotile	7.7		82.3
2	143348-2	At Base of Lamp Post	Caulking	Yes					Not Analyzed			
3	143348-3	At Base of Lamp Post	Caulking	Yes					Not Analyzed			
4	143348-4	At Base of Railings	Caulking	Yes	Grey	Mixed	Acid Digestion & Ashing	NOB ELAP	3.3 Anthophyllite	6.0		98.4
5	143348-5	At Base of Railings	Caulking	Yes					Not Analyzed			
6	143348-6	At Base of Railings	Caulking	Yes					Not Analyzed			
7	143348-7	Steps	Concrete	Yes	Grey	Non-Fibrous	None	Fibrous ELAP	None Detected			100.0
8	143348-8	Steps	Concrete	Yes	Grey	Non-Fibrous	None	Fibrous ELAP	None Detected			100.0
9	143348-9	Steps	Concrete	Yes	Grey	Non-Fibrous	None	Fibrous ELAP	None Detected			100.0

Analyte: A. Rosenthal
 Alex Rosenthal
 Lab Director: George Kouvaras
 Date of Analysis: 12/05/11
 Date of Report: 12/05/11

Sample Condition Upon Receipt: Accepted
 Date/Time Received: 12/05/11 13:50

These analyses were performed in a field but does not directly under a point. The only method that can verify that an NOB is not an asbestos-containing material. The samples listed above are analyzed by Polarized Light Microscopy (PLM) - Point Counting Method (PCA 6000M-42-020) (ELAP 100.1 & 100.9) Analytical equipment: Biorad microscope (MELI Mt. PCL, Serial # 80036) PLM is not consistently reliable in identifying asbestos in their concrete and similar non-fibrous epoxy resin bound materials (NOB). Quantitative transmission electron microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos-containing. The results relate only to the items calibrated or tested. Samples will be stored for ninety (90) days and then returned to the client upon request. The certificate of report shall not be reproduced without approval of the laboratory. This report must not be used by the client to claim product, certification, approval, or endorsement by NGLAP, NIST or any agency of the Federal Government. This report contains data not covered by the NGLAP accreditation.



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KAM CONSULTANTS

2011 DEC -5 PM 1:45

KAM CONSULTANTS
35-40 36th Street
Long Island City
New York, 11106
Tel: (718) 729-1997
Fax: (718) 729-1876

BULK SAMPLE CHAIN OF CUSTODY

143348

Client: NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
KAM Project #: 227, TASK 8047
Building Address: RECONSTRUCTION OF W 215TH STREET - W 21ST STREET
BETWEEN BROADWAY & PARK TERRACE EAST, MANHATTAN, N.Y.
Date & Time of Collection: 12/05/10 - 10:00
Samples Collected by: G. KOUVARAS
Method of Shipment: H/D

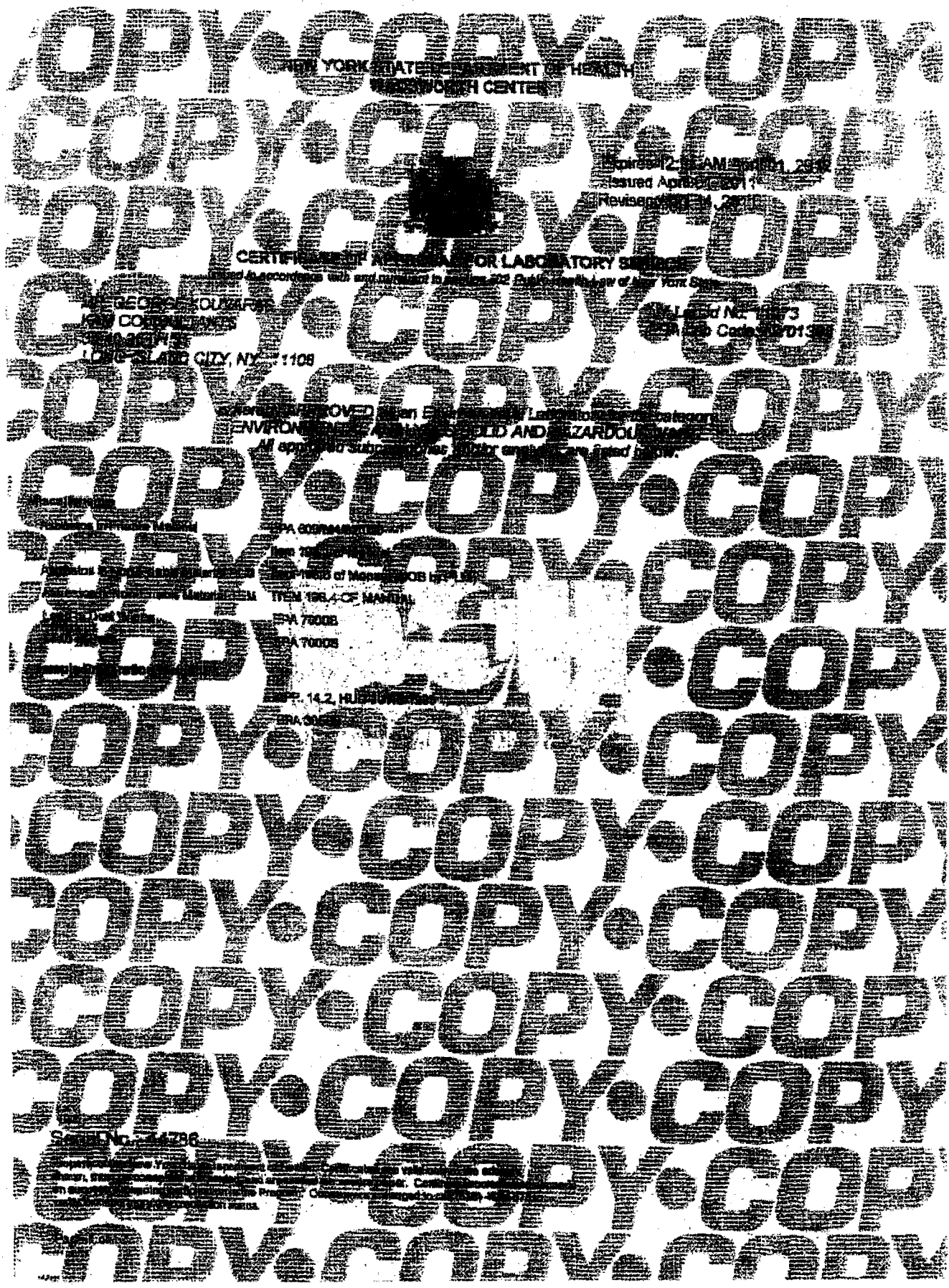
CLIENT SAMPLE #	SAMPLE DESCRIPTION	SAMPLE LOCATION	LAB ID#
1	CAUKING	AT BASE OF LAMP POST	
2	"	"	
3	"	"	
4	CAUKING	AT BASE OF RAILINGS	
5	"	"	
6	"	"	
7	CONCRETE	STEPS	
8	"	"	
9	"	"	

- PLM
 NOB PLM
 NOB TEM
 PCB
 OTHER Specify:

Chain Of Custody					
Relinquished by: (Full Name & Sign)	Date & Time	Turnaround Time (TAT)	Method of Submittal	Received by: (Full Name & Sign)	Date & Time
LG. KOUVARAS	12/05/11	RUSH	H/D	<i>[Signature]</i>	12/07/11
2.					
Lab Information					
Analyzed by: (Full Name)	Signature	Date	A/R Comments		
1. <i>[Signature]</i>	<i>[Signature]</i>	12/5/11			

ATTACHMENT 2:

LABORATORY & PERSONNEL CERTIFICATIONS



NEW YORK STATE DEPARTMENT OF HEALTH
NORTH CENTER

Expires 12-31-AM 1981
Issued April 1981
Revised 11-1-80

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICES

issued in accordance with and pursuant to section 202 of the Health Law of New York State

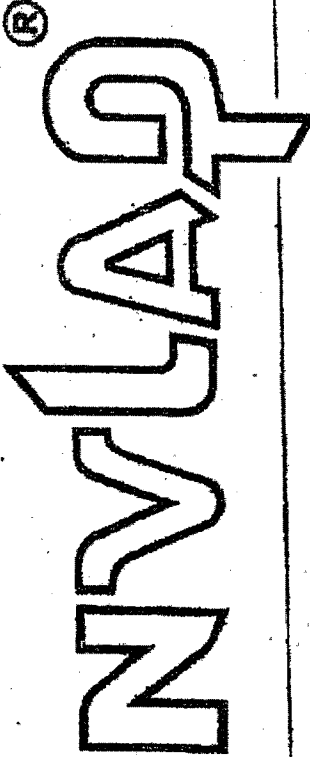
GEORGE KOZMIR
JEN CONSULTANTS
300 7th St
LONG ISLAND CITY, NY 11108

Lab No. 1073
Lab Code 07D13

Approved for use as an Environmental Laboratory for testing
ENVIRONMENTAL AND WASTE SOLID AND HAZARDOUS WASTE
All approved substances and their uses are listed below.

- 1. Environmental Monitoring
- 2. Air Quality
- 3. Environmental Monitoring
- 4. Environmental Monitoring
- 5. Environmental Monitoring
- 6. Environmental Monitoring
- 7. Environmental Monitoring
- 8. Environmental Monitoring
- 9. Environmental Monitoring
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- 100. Environmental Monitoring

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102047-0

KAM Consultants
Long Island City, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-IAC-IAF Communiqué dated January 2008).

2011-07-01 through 2012-06-30

Effective dates



Dolly A. Bussell
For the National Institute of Standards and Technology



Laboratory Accreditation Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

KAM Consultants Corporation

35-40 36th Street, Long Island City, NY 11106-1337

Laboratory ID: 100269

has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC thereby conforming to the ISO/IEC 17025:2005 International Standard, *General Requirements for the Competence of Testing and Calibration Laboratories*. The above named laboratory, along with all procedures from which key activities are performed, as listed above, have been accredited by AIHA-LAP, LLC in the following:

LABORATORY ACCREDITATION PROGRAMS

- Accreditation Expires: July 01, 2012
- Accreditation Expires: July 01, 2012
- Accreditation Expires:
- Accreditation Expires:

- INDUSTRIAL HYGIENE
- ENVIRONMENTAL LEAD
- ENVIRONMENTAL MICROBIOLOGY
- FOOD

Specific Field(s) of Testing (FoT/Method(s)) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website (www.aiha.com/accreditedlab.htm) for the most current scope of accreditation.

Dave Sandusky

Dave Sandusky, CIH
Chairperson, Analytical Accreditation Board

Date Issued: 07/01/2010



NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE

Full Name:

George Kouvaras

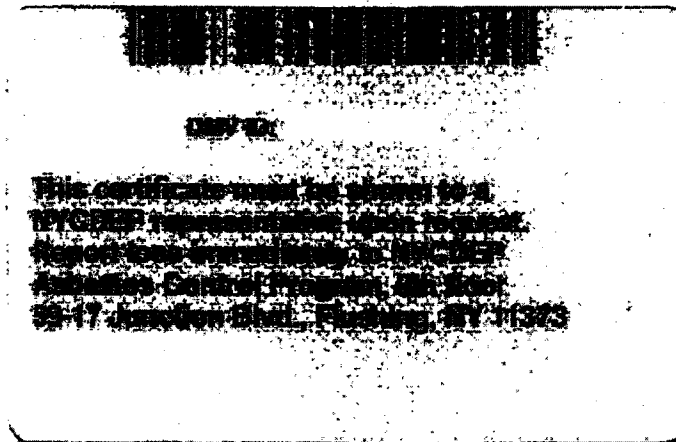
**NYC DEP Asbestos Control Program
Asbestos Certificate**



**KOUVARAS,
GEORGIOS
INVESTIGATOR
119415
EXPIRES: 9/25/2012
DOB:**

Must be carried on all asbestos projects

Front of License



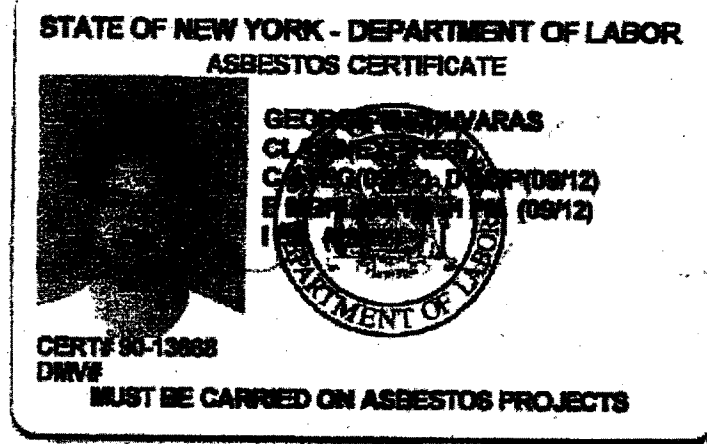
Back of License



NEW YORK STATE DEPARTMENT OF LABOR
ASBESTOS LICENSE

KAM CONSULTANTS CORP. EMPLOYEE
Full Name:

George Kouvaras



Front of License



EYES BRO
HAIR BRO
HGT 5' 08"

IF FOUND RETURN TO:
NYSOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Back of License

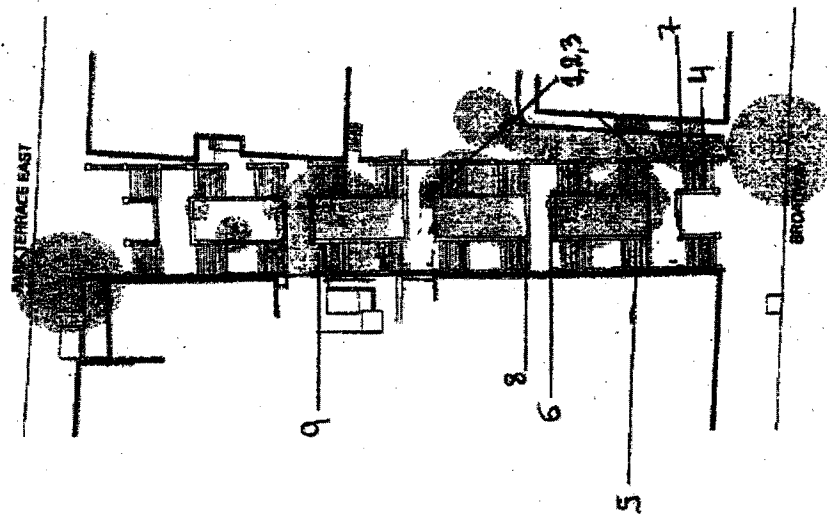
ATTACHMENT 3:

BULK SAMPLE LOCATION PLAN

BSL-01

BULK SAMPLE LOCATION PLAN

**RECONSTRUCTION OF WEST 215TH STREET EXTERIOR RENOVATION
WEST 215TH STREET BETWEEN BROADWAY
AND PARK TERRACE EAST
NEW YORK, NEW YORK 10034
FMS ID: HWM215**



**DATE: 12/5/11
INSPECTOR: GEORGE KOUVARAS**

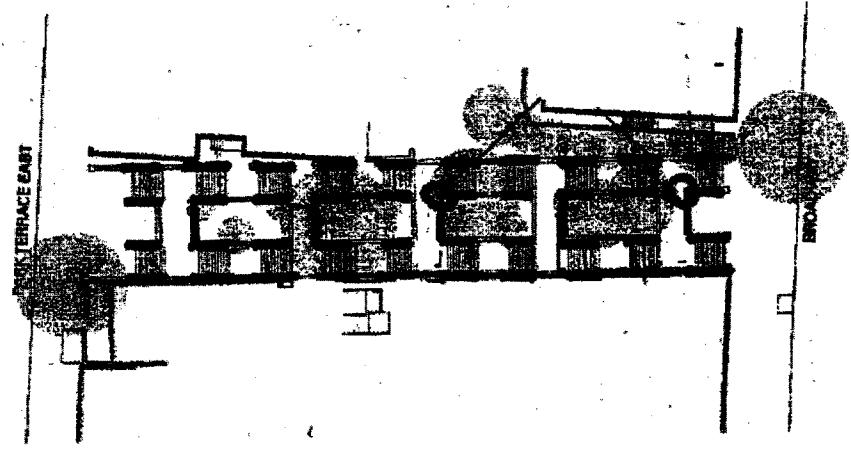
**KAM CONSULTANTS
35-40 36TH STREET
L.I.C., N.Y. 11106**

ATTACHMENT 4:

ACM LOCATION PLAN

ACM LOCATION PLAN

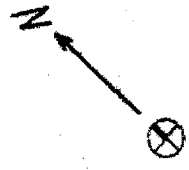
**RECONSTRUCTION OF WEST 215TH STEP STREET EXTERIOR RENOVATION
WEST 215TH STREET BETWEEN BROADWAY
AND PARK TERRACE EAST
NEW YORK, NEW YORK 10034
FMS ID: HWM215**



LEGEND

○
LOCATION OF ASBESTOS CONTAINING
CAULKING AT THE BASE OF LAMPOST

—
LOCATION OF ASBESTOS CONTAINING
CAULKING AT THE BASE OF RAILINGS



**KAM CONSULTANTS
35-40 36TH STREET
L.I.C., N.Y. 11106**

ACM-01

**DATE: 12/5/11
INSPECTOR: GEORGE KOUVARAS**

4. SPECIAL PROVISIONS

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

A. SCOPE OF WORK

It is required that the Contractor inspect the site before bidding to assess and familiarize himself with the existing conditions and to judge for himself the extent and nature of the work to be done under this contract and the equipment and methods he/ she can employ.

The work to be performed under this Contract consists of the Reconstruction of the West 215th Step Street and adjacent curbs and sidewalks; all work is located between Park Terrace East on the upper end and Broadway on the lower end in the Borough of Manhattan. The anticipated scope of work for this project includes, but is not limited to, the following:

1. Pre-Construction Stage

- In order to complete the work within the prescribed schedule and to minimize the inconvenience to the public, the Contractor must adhere to the construction phases specified on the Plans.
- Submit shop drawings for all steel bar reinforcement, precast coping units, pipe handrails, drainage structures and catalog cuts of material specifications for all materials to be incorporated into the final structure.
- Perform condition survey of adjacent buildings documenting existing conditions.
- Perform exploratory test pits as specified and submit a detailed report indicating all results.
- Procure all permits necessary to commence contractual work and obtain approval of Maintenance and Protection of Traffic Plans.

2. Construction Stage

- The Contractor will not be permitted to commence construction until all work necessary for the uninterrupted construction activities are satisfactorily completed.
- The Contractor shall be required to maintain access to adjacent property entrances and protect pedestrian traffic for the duration of the Contract and furnish all safeguards for the protection of persons and properties. The Contractor shall be responsible for any damage to persons or properties during the construction. He shall provide such protective measures as protective shields, warning and construction signs, barriers, and fencing around the demolition and construction areas.
- All work shall be carried out in such a manner as to prevent the creation of dust nuisance to the general

public. The Contractor is required to employ dust allaying materials and methods to keep the dust nuisance at a minimum to the satisfaction of the Engineer in addition to adhering to all similar Department of Environmental Protection (DEP) requirements.

- All materials removed and not designated to be reused shall be disposed of away from the site by the Contractor at his expense, unless otherwise indicated in the contract documents or as directed by the Engineer.
- The work shall include the furnishing of all labor, materials, plant, equipment, insurance and incidentals, required to satisfactorily complete the project within the prescribed schedule in accordance with the plans and specifications, and directions of the Engineer.
- Implement and continuously monitor the adjacent buildings for possible impacts of construction operations during this contract.
- Install new drainage inlets manholes and piping and connect to existing combined sewer.
- Install new conduit, wiring, lampposts and luminaires; restore two existing historic lampposts; provide temporary light fixtures as necessary.
- Demolish concrete stairs, landings and parapets, and portions of concrete retaining walls, sidewalks and curbs.
- Construct new retaining walls, stairs landings and parapets. Reconstruct portions of existing retaining walls.
- Install granite cobblestones in previously landscaped areas, preserve existing trees, transplant existing trees and plant new trees in new tree pits.
- Install precast concrete coping units on parapets; provide concrete benches; install pipe hand railing; provide wayfinding text in concrete surfaces;
- Complete punch list items.
- Demobilize and restore the work area.

3. Post-Construction Stage

- Perform post construction inspection of structures in the project vicinity and submit post construction report.

B. SUPERINTENDENT. The Contractor shall have a fully competent superintendent in charge of the work at the site. Any careless or incompetent superintendent or employee shall be removed forthwith by the Contractor when notified to do so in writing by the Engineer or his designated representative.

C. NEW YORK CITY REQUIREMENTS TO PREVENT OVERLOADING OF CRANES DURING CONCRETE PLACEMENT OPERATIONS.

1. Each concrete bucket shall be labeled with a metal tag welded

to the bucket which shall indicate the capacity of the bucket in cubic yards and shall also give the combined weight of the bucket and concrete in pounds when the bucket is filled to capacity.

2. Buckets which, when filled to capacity, exceed the allowable load on the crane shall not be permitted to be used.
3. Any concrete placement operations which do not comply with the above requirements shall be issued stop work orders by the Engineer.

D. LEGAL LOADS. It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is anticipated that seasonal or weather conditions combined with the nature of the terrain will often require the use of lighter and smaller equipment than might be used under optimum conditions.

Construction equipment or vehicles delivering materials or traveling to a project from outside the contract limits shall have all required permits issued through the established Department vehicle permit system in accordance with Section 385 of the Vehicle and Traffic Law of the State of New York. The permit will indicate the limits within which such equipment with over-legal gross weights or axle loadings may operate, the frequency of such passages and all other limiting factors.

Construction equipment or vehicles operating within the contract limits having gross weights or axle loadings within the legal limits stated in Section 385 of the Vehicle and Traffic Law may operate without specific approval.

Prior to the use of construction equipment or vehicles with over-legal gross weights or axle loadings on any structure, on any new pavement, existing pavement to remain, or on any resurfaced pavement within the project limits, the Contractor shall submit a written request to the Engineer. This request shall be accompanied, upon request, by an appropriate analysis performed by a New York State licensed Professional Engineer, including the pertinent equipment data, and shall demonstrate that the operations will not result in detrimental effects on any pavement or structure to be retained in the completed work.

Use of over-weight construction equipment or vehicles on portions of the project other than the listed above shall be subject to the approval of the Engineer. If it is determined that the use of construction equipment or vehicles is having a detrimental effect or will result in detrimental effects on the finished highway, the Engineer will notify the Contractor to modify or cease the operations.

This Special Provision does not apply to vehicles and construction equipment operating solely within the project limits and which do not operate on structures or pavement courses which are

to be retained in the finished work.

All bidders are cautioned to reflect in the bid prices the cost of operating all affected hauling units and construction equipment within the legal load limitations, including the cost of operating presently owned equipment at less than full vehicle capacity as well as the costs involved in mobilizing, leasing, or purchasing new equipment.

No waivers shall be granted for off-site operations or deliveries. This may require the use of existing concrete, blacktop, or aggregate delivery units at less than optimum loading capacity. Such units may be used only to the extent that their partial loading is within the legal load limitations and conforms with other materials specifications requirements.

E. FALL PROTECTION REQUIREMENT. This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all Department contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the New York State Department of Transportation, Standard Specifications.

The requirement of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected, from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runaway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.
4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with Part 1926, Subpart L. Scaffolds must include a top rail, mid rail, and toe board

in compliance with Subpart L. When required by 1926.451(g), personal fall arrest systems must meet the criteria of Part 1926 Subpart M. In addition, the provisions included in §1926.451(g) for fall protection during installation and dismantling of scaffold systems shall be observed on this project at all times.

5. Suspended scaffolds may be used for painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of Part 1926, Subpart L. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection in compliance with Part 1926, Subpart L. The anchorage for any fall protection system must be independent of the suspended scaffold.
6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 ft (1829 mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with lanyards attached to the boom or basket, as required by OSHA § 1926.556.
8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving members. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.
9. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposed to fall hazards. It is

equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement.

Height requiring fall

<u>Situation</u>	<u>Protection</u>	<u>OSHA Reference</u>
Scaffold	10 ft. (3048 mm)	1926.451(a) (4)
Impalement Hazard	Any exposure	1926.20(a) (1); P.L. 91-596 §5(a) (1)
Bridge Decks, unprotected sides and edges	6 ft. (1829 mm)	1926.500(b) (1)
Bridge Decks, form installation	6 ft (1829 mm)	1926.500(b) (2)
Formwork and Reinforcing Steel	6 ft. (1829mm)	1926.501(b) (5)
Precast Concrete Erection Ramps, Walkways, and Runways	6 ft. (1829 mm) 6 ft. (1829 mm)	1926.501(b) (12) 1926.501(b) (7)
Aerial Lifts	All situations	1926.556(b) (2) (v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft. (1829 mm)	1926.501(b) (4)
Dangerous Equipment	All situations	1926.501(b) (8)
Any situation with potential for tipping, impalement or other sever hazard	Any height	1926.20(a) (1); 1926.28(a); P.L. 91-596 §5(a) (1)

F. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway 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.

In addition under Item No. 6.41 the Contractor shall be required to establish lines and grades and stake out and layout the work. Stake outs shall be maintained and/or reset, as directed by the Engineer, throughout the entire duration of the project. At the completion of the work the Contractor shall survey the entire work site area to provide the Engineer with as-built elevations and locations of top of curb, at ends of construction, at all street hardware, and breaks in grades.

G. 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 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.

-
- * 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>

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.

H. DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A SITE DESIGNATED BY THE CONTRACTOR. Excess material excavated by the Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.

I. 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 Highway 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.

J. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010" or latest version, 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. 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 (± 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 BADJUSTMENTS 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.

Equipment used shall be capable of a uniform application over the surface to be covered. There will be no separate measurement or payment for this work but the cost thereof is deemed to be included in the other various items of work.

L. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES.

Contractor shall plan and/or stage his/her work schedule using all hours/days available. 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 Requirements of the Standard Highway Specifications and the above "Scheduling Presentation" Article, and shall be submitted for approval of the Engineer.

M. 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 shutdown period, except as otherwise provided in Schedule A.

N. 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.

O. MAINTENANCE AND PROTECTION OF TRAFFIC (MPT). Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Subsection 1.06.44 and Section 6.70 of the Standard Highway Specifications, specific traffic stipulations as called for on the Contract Drawings, OCMC Traffic Stipulations attached to the end of these Special Provisions, the following additional requirements, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

As the project advances, the Contractor shall update and/or submit new MPT Plans for review and approval by the OCMC and the Department's Assistant Commissioner for Construction. The Office of Construction Mitigation and Coordination -Streets has moved to 55 Water Street, Concourse Level, New York, NY 10041 from 40 Worth Street, NY 10013.

P. VIBRATION CRITERIA. The Contractor's attention is directed to the need to minimize vibrations due to the construction activities. The Contractor shall govern his methods of operation, including driving of piling, such that the peak particle velocities measured from the sheet pile driving locations at the closest building shall not exceed 2 inch per second peak particle velocity for buildings. The maximum hammer energy for driving sheet piling shall not exceed 13,560 Joules (10,000 foot-pounds). These criteria will be strictly enforced and the Contractor is advised that he will be required to limit hammer energy and take all measures necessary, including possible hand excavation in front of sheet piling to keep vibrations within acceptable levels. The Contractor will be required to measure peak particle velocities and transmit this information to the Engineer.

Q. PROTECTION OF PRIVATE PROPERTY. Prior to the start of work, the Contractor shall contact the owners of all buildings abutting the project for the purpose of obtaining access to said buildings. The Contractor shall make a complete interior and exterior videotaped survey of all said structures, and any existing damage to the structures shall be noted. A copy of the video tape shall be presented to the Engineer for approval prior to commencing any work.

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

OCMC FILE NO: MEC-12-241
 CONTRACT NO: HWM215
 PROJECT: RECONSTRUCTION OF WEST 215TH STREET (STEP STREET)
 LOCATION(S): WEST 215TH STREET (STEP STREET) BETWEEN BROADWAY & PARK TERRACE EAST

PERMISSION IS HEREBY GRANTED TO THE NEW YORK CITY DEPARTMENT OF DESIGN & 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. **EMBARGOS** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOS 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 ADJUTING PROPERTIES** – THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING 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, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ADJUTING PROPERTY OWNERS.
8. **ENHANCED MITIGATIONS**
 - o "NO PARKING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

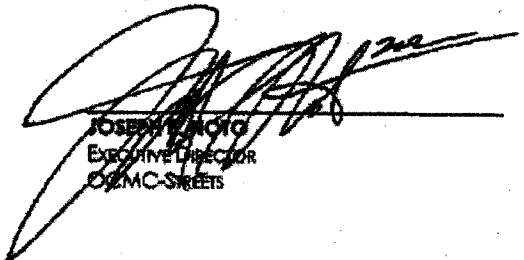
1. When working on West 215th Street (step street) between Broadway and Park Terrace East, Contractor shall only closed one (1) side of the step street at a time.
2. When working on West 215th Street (step street) between Broadway and Park Terrace East, Contractor must maintain both step streets when working in the middle of the step street.
3. Contractor shall occupy eight (8) foot width adjacent to the curb on Park Terrace East and Broadway.
4. Contractor must maintain a minimum of five (5) foot clear sidewalk on Park Terrace East and eight (8) foot clear sidewalk on Broadway at all times.
5. Work hours shall be 7am-4pm Monday thru Friday and Saturday 8am-4pm only.
6. Contractor must coordinate with NYCTA Buses (Phillip Spindel at 646-252-5544) before starting work.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 85 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.8021 F: 212.839.8970
 www.nyc.gov/dot

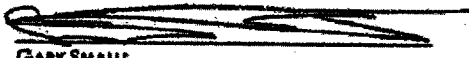
OCMC FILE NO: MEC-12-241
CONTRACT NO: HWM215
PROJECT: RECONSTRUCTION OF WEST 215TH STREET (STEP STREET)

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 RESTORARON, 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.
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 FRACITO
EXECUTIVE DIRECTOR
OCMC-STREETS



GARY SMALLS
PROJECT MANAGER
OCMC-STREETS

JPN/gjs



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-8110
FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2 February 14, 1995

**Subject: *Temporary Storage and Processing of Construction and Demolition Debris
by New York City Agency Contractors***

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

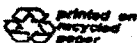
1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



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.

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ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: November 1, 2012

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Highway Administration, in addition to the City agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

- Attachment "A" - Required Contract Provisions for Federal-Aid Projects - FHWA 1273
- Attachment "B" - New York State Contract Requirements - including Worker's Compensation and Liability Insurance, Labor and Employment, Non-Assignment of Agreement, Non-Collusive Bidding Certifications, Debarment History Certification, Lobbying Activity Certifications, and Appendix C (Disclosure of Lobbying Activities)
- Attachment "C" - Federal-Aid Contracts - Notice to All Prospective Bidders
- Attachment "D" - Provisions Relating to the NYS Labor Law, Prevailing Wages, and the Use of Convict Labor, Etc.
- Attachment "E" - "Buy America" Requirements & Waivers
- Attachment "F" - Equal Opportunity Requirements for Federal Aid Contracts
- Attachment "G" - NO TEXT
- Attachment "H" - Disadvantaged Business Enterprises Utilization Requirements
- Attachment "I" - Training Special Provision
- Attachment "J" - NO TEXT
- Attachment "K" - Changed Conditions, Disputed Resolution and Disputed Work Provisions
- Attachment "L" - Contractor Initiated Value Engineering Change Proposals (CIVEC)
- Attachment "M" - NO TEXT
- Attachment "N" - Itemized Proposal
- Attachment "O" - US DOT Hotline / NYS Inspector General Hotline
- Attachment "P" - Prompt Payments by the Contractor / Civil Rights Monitoring and Reporting
- Attachment "Q" - Iran Divestment Act

In addition to compliance with the above Federal and State 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 Federal Regulations shall take precedence.

3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.
4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website www.dot.state.ny.us, Construction division, manuals. A copy of the manual can also be purchased from the NYSDOT Plan Sales Office at 518-457-2124. The entire manual or individual parts can be purchased by personal or business check or money order.

Part A Contract Administration Manual
Part B Construction Inspection Manual
Part C Safety & Health Program Manual
Part D Construction Consultant Manual

5. In accordance with FHPM 1-6-2, (23U.S.C.315) dated July 2, 1979, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.
6. 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 6 and 7, Subsection 21.(C), Rejection of All
Bids and Negotiation With All Responsible Bidders;
Delete Sub-Article 21.(C) in its entirety and substitute the
words "(C) NO TEXT."
 - c) Refer to Pages 8 and 9, SECTION 26. Bid, Performance and
Payment Security;
Add the following:

"(F) Bidders are hereby advised that the apparent low Bidder, as determined at the bid opening or subsequently notified that its firm is the low Bidder, will be required to submit within seven (7) days a complete DBE Pre-Award Utilization Package in compliance with SECTION 102-12H of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS using their approved civil rights reporting software called EBO. For EBO software see Attachment "P", CIVIL RIGHTS MONITORING AND REPORTING."

- d) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;
Delete the sentence beginning with the words: "No plea of mistake in such..." in its entirety.
- e) Refer to Page 10, SECTION 30. Labor Law Requirements, Sub-Article (A) General;
Add the following at the end of the Section: "This provision shall apply to subcontractors also."
- f) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;
Delete Subsection 33.(B) in its entirety. See Attachment "K", Page A2-K2 and A2-K3, Significant Changes in the Character of Work, Sub-Article 3.(iv)(B).
- g) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);
Delete the SECTION, in its entirety. See Attachment "H" Disadvantaged Business Enterprise Utilization Requirements.

7. Amendments to Standard Construction Contract:

- a) Refer to Pages 10 and 11, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION;
Add the following:

"7.7 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."

- b) Refer to Page 12, Sub-Article 9.3;
Delete the first sentence starting with the words: "If the Contractor..." and ending with the words "...progress schedule."
- c) Refer to Page 18, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION;
Delete Sub-Article 16.1.4, in its entirety.
- d) Refer to Pages 18 and 19, ARTICLE 17. SUBCONTRACTS;
Delete Sub-Article 17.9.1, in its entirety;
Substitute the following revised Article 17.9.1:

"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, as are contained in this **Contract.**"

- e) Refer to Pages 18 and 19, ARTICLE 17. SUBCONTRACTS;
Delete Sub-Articles 17.11 and 17.12, in their entirety;
Substitute the following revised Articles 17.11 and 17.12:

"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 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."

- f) Refer to Page 20, ARTICLE 19. SECURITY DEPOSIT;
Delete Sub-Article 19.1, in its entirety;
Substitute the following Sub-Article 19.1:

"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** 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."

- g) Refer to Page 22, ARTICLE 21. RETAINED PERCENTAGE;
Delete Article 21, in its entirety;
Substitute the following:

"ARTICLE 21. (NO TEXT)"

- h) Refer to Pages 28 and 29, ARTICLE 24. MAINTENANCE AND GUARANTY;
Delete the Article in its entirety, except for the last
Paragraph 24.9;
Substitute the following:

"ARTICLE 24. WARRANTIES AND GUARANTEES

24.1 On any contract which requires the furnishing and/or installing of electrical or mechanical equipment, the Contractor shall provide the following:

- (1) manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) contractors' warranties or guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period not to exceed 6 months following project acceptance.

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.

24.2 through 24.8 (NO TEXT)"

- i) Refer to Page 29 and 30, ARTICLE 25. CHANGES;
Add the following paragraph:

"25.5 Extra Work: It is anticipated that the preliminary engineering and the preparation of plans, specifications and contract documents have been performed with sufficient thoroughness, accuracy and care, and that changes and extra work during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be anticipated before the project was advertised for bids or force account operations commenced."

- j) Refer to Pages 40, 41 and 42, ARTICLE 36. NO DISCRIMINATION;
Change in Paragraph 36.1.1, 4th line, "citizen of the State of New York" to "person";
Delete Paragraphs 36.1.3, 36.1.4, 36.2.2 and 36.2.4 in their entireties;
Add "or sex or age" to the expression "race, creed, color, sex or national origin", and "or sex or age" to the expression "race, color or creed", wherever these expressions appear in Article 36.

- k) Refer to Page 48 and 49, ARTICLE 43. PROMPT PAYMENT;
Add the following sentence to the end of Sub-Article 43.5:

"The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgements against a Subcontractor or materialman which have not been fully discharged."

- l) Refer to Pages 49 and 50, ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT;
Delete Sub-Articles 44.3 and 44.4, in their entirety;
Substitute the following:

"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**, 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**. Such waiver shall be in writing."

- m) Refer to Pages 50 and 51, ARTICLE 45. FINAL PAYMENT;
Delete Sub-Article 45.1, in its entirety;
Substitute the following:

"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**. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**."

- n) Refer to Page 55 and 56, ARTICLE 59. SERVICES OF NOTICES;
Delete in the 3rd, 4th and 5th lines of Sub-Article 59.1, the
words: ", 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,".

- o) Refer to Pages 59, 60 and 61, ARTICLE 64. TERMINATION BY THE
CITY;
Delete the text of the 1st paragraph;
Substitute the following:

"64.1 In addition to termination pursuant to Article 63, the **Commissioner** may, by written notice, terminate the **Contract** or any portion thereof after determining that for reasons beyond either Department or **Contractor** control it is not feasible to proceed with or complete the work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining

orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the Contractor. The Contractor specifically understands that the issuance of such notice by the Commissioner shall be conclusive as to its necessity. In such event the Contractor shall upon receipt of such notice:"

- p) Refer to Page 63, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
Delete Article 67, in its entirety. See Attachment "H" Disadvantaged Business Enterprise Utilization Requirements.
- q) Refer to Page 66, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;
Delete Article 75, in its entirety and Substitute the following "ARTICLE 75. (NO TEXT)".
- r) Add the following to Pages 77, 78, 79, 80, 81, 82, 83, and 84, PERFORMANCE BOND:

"Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, 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 money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages. See Page A2-3 for change relating to requirements to submit proof of bondability within 10 days after bid opening."

8. Amendments to General Conditions of the Standard Highway Specifications:

- a) Refer to Page 14 of the Standard Highway Specifications, Article 1.06.23. Rules, Laws, and Requirements; Add the following:

"Certain items of work are to be performed in accordance with the general specifications of the following departments of the City of New York:

Bureau of Traffic Operations
Police Department
Fire Department
Department of Environmental Protection
Bureau of Water Supply
Street Lighting

Copies of these specifications may be examined at their offices."

- b) Refer to Pages 16 and 17 of the Standard Highway Specifications, Article 1.06.23.(G) Rules Governing Navigation, last paragraph; Delete the word "asbestos" wherever it occurs.

- c) Refer to Pages 36, 37 and 38, of the Standard Highway Specifications, Article 1.06.46. Project Sign; Delete the Article 1.06.46, in its entirety; Substitute the following:

"1.06.46. Project Sign. No project signs will be required on this project."

- d) Refer to Page 40 of the Standard Highway Specifications, Sub-Article 1.06.48.(C) Access Ramps, 2nd paragraph, 1st line; Change the maximum grade from "one (1) vertical on three (3) horizontal" to "one (1) vertical on six (6) horizontal".

9. Amendments to the Standard Highway Specifications:

- a) Refer to Page 83, Subsection 2.18.3(A), 4th paragraph; Change "." to "," after "... and Appeals"; Add the following words: "and the health standards of OSHA of the U.S. Department of Labor."

- b) Refer to Page 187, Subsection 4.06.12; Delete the Subsection 4.06.12, in its entirety and substitute the words "**4.06.12. (NO TEXT).**" The use of rubble aggregate will not be permitted.

10. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
11. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.
12. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of

ATTACHMENT "A"

potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency

may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The

contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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.d. 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 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 classification and wage rates conformed under paragraph 1.b. 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.

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b. (1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

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and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of

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Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

b. Trainees (programs of the USDOL).

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

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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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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. The FHWA or the contacting agency 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 paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

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transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause 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, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR

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Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

ATTACHMENT "A"

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONTRACTOR agrees to procure and maintain, until final acceptance by the City of the work covered by this Agreement, insurance of the kinds and in amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this Agreement whether performed by him or subcontractors. Before commencing the work, the CONTRACTOR shall furnish to the COMMISSIONER and to the City of New York a certificate or certificates, in form satisfactory to the COMMISSIONER and to the CITY, showing that he has complied with this requirement, which certificate or certificates, shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the COMMISSIONER and to the City of New York. The kinds and amounts of insurance required are as specified in Schedule "A" shown on Pages SA-1 to SA-10, in Volume 3 of 3.

This Agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law. (State Finance Law Section 142)

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Appendix "A"
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.

Appendix "A" (cont.)

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 and 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.

Appendix "A" (cont.)

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. CONTRACT TERMINATION PROVISION. Refer to the City of New York Standard Construction Contract (in Volume 2 of 3), Article 64.

LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, and referred to in §102-08, *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization will only be considered under a subcontract approved in accordance with §108-05, *Subletting or Assigning the Contract*.

A. Wages. The Department will provide the Contractor with prevailing wage rate schedules. When both State and Federal wage rate schedules are provided, the Contractor shall pay the higher of the two wages and supplemental (fringe) benefits. If prevailing wage rate schedules are attached, all onsite work shall be paid prevailing wages. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

On-site Contractor or Subcontractor employees shall be paid prevailing wages required under the Davis-Bacon Act. In accordance with 29 CFR 5.2(l), "site of the work" is defined as the physical place or places where the construction called for in the contract will remain when work on it has been completed. Facilities such as fabrication plants, mobile factories, batch plants, borrow pits, etc. are part of the site of the work provided that they are dedicated exclusively to the performance of the contract. Not included in the site of the work are facilities whose continuance in operation are determined wholly without regard to a particular contract. Such permanent, previously established facilities are not a part of the "site of the work," even where the operations for a period of time may be dedicated exclusively to the performance of a contract.

In accordance with NYS Labor Law, Sections 220 and 220-d:

1. No laborer, worker, or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the contract documents, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
4. The contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, §220 (3), as amended, or;
 - b. the stipulated minimum hourly wage scale as provided in Labor Law, §220-d, as amended.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall furnish the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees, (including apprentices, trainees, watch persons and guards) and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period.

Certified payrolls shall contain work class, hours worked, wage rate, payroll taxes and withholdings. Certified payrolls shall be annotated by race and gender, and shall be submitted on Form WH-347 or Form HC-231-1 for Federal-Aid contracts, and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, computer printed payroll records, which supply the required data and certifications may be used.

D. Training. An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

A number of sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOL-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprenticeable occupations as determined by NYSDOL or USDOL. A list of approved OJT programs can be found in the On-the-Job Training and Apprenticeship Program Construction Catalogue which is available through the Department's Office of Equal Opportunity Development and Compliance.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

ATTACHMENT "B"

When training is required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentice(s)/ trainee(s).

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day-to-day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentice/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

E. Public Notices. Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Notices shall be maintained until all work on the site is complete.

F. Federal-Aid Requirements. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits of any Federal-Aid highway construction project from the time of contract award or the start of work on force account until final acceptance of the work by the Department.

NON-ASSIGNMENT OF AGREEMENT

In accordance with Section 138 of the State Finance Law, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the City and of the Commissioner of the Department of Design and Construction and any attempts to assign the agreement without the City's written consent are null and void.

No further Text on This Page

BID DEPOSIT

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Department of Transportation and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, or where applicable, Section 30 of the Canal Law, as amended, the moneys represented by such bid bond, certified check or Bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended, or where applicable with Section 30 of the Canal Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and comply in all respects with § 38(6) of the Highway Law, as amended, or where applicable with §30 (7) of the Canal Law, as amended, in relation to security for the faithful performance of the terms of said contract.

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and
SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, 'Statement of non-collusion in bids to the state.'

1. Every bid hereafter made to the state or any public department agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 which have been 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.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2)(3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).

2. Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificates as to non collusion as the act and deed of the corporation."

(A)2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

NON COLLUSIVE BIDDING CERTIFICATION (49 CFR, 29)

The Contractor to whom the above identified contract is to be awarded does hereby tender to the New York State Department of Transportation this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highway* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in then capacity of owner, Partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within that past three years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS – List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

Lobbying Activity Certification [For Federal-Aid Contracts Only]

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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. (See Exhibit 1 annexed hereto)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONTRACTOR MUST COMPLETE THE FORM BELOW

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer questions 2-4. If no, skip to question 5.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity seeking to enter into the Procurement Contract due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

ATTACHMENT "B"

NON COLLUSIVE BIDDING

BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U.S. CONE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the Changed conditions provisions if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR, Part 29.
6. Contractor affirms that all information provided to the Department with respect to the requirements contained in State Finance Law §139j and §139k is complete, true and accurate.

Dated: _____, 20_____

(Legal Name of Person, Corporation, or Firm
Which is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, if a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behave of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

Notary Public

MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. _____**

I, _____, being duly sworn, certifies that,
(PRESIDENT OF AUTHORIZED OFFICIAL)
except as noted herein, _____ or any person
(THE COMPANY)

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS AS NECESSARY)

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

(PRINT NAME)

(SIGNATURE)

(TITLE)

(DATE)

Subscribed and sworn to before me this _____ day of _____, 20____.

MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. _____**

GOVERNMENTAL ENTITY:

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

COMPANY:

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

PERSON:

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

SUBSIDIARY:

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

AFFILIATE:

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

CONTROL:

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, ownership or principal employees as the debarred, suspended or excluded person.

APPENDIX C

LOBBYING ACTIVITY CERTIFICATION
[FOR FEDERAL-AID CONTRACTS ONLY]

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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. (See Exhibit 1 annexed hereto)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

APPENDIX C

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

APPENDIX C

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB
0346-0046

CONTINUATION SHEET

REPORTING ENTITY: _____ PAGE _____ OF _____

Authorized for Local Reproduction - Standard form LLL

**NOTICE TO ALL PROSPECTIVE BIDDERS
FEDERAL-AID CONTRACTS**

ASSURANCE OF NON-DISCRIMINATION

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

1/17/79
5/1/79
6/3/81
5/9/85

L8/3/2010

SUBCONTRACTS

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the Regional Director.

Rev. 2/27/70
4/20/72
8/30/73
12/7/76

APPENDIX 1

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2

*To be included in all written solicitations,
requests for proposals
or invitations for bid*

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written Department solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

APPENDIX 3

*To be included in deeds, leases, permits,
licenses, U&O Agreements, or similar agreements that provide for:
(a) the subsequent transfer of property that the Department acquired or improved; or
(b) the construction, use of, or access to space on, over or under such real property;
where the property will continue to be used for transportation purposes*

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs; personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made, over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall construct such improvements and maintain and operate such facilities and services such that: (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

Where a Reverter clause necessary to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, is included in a license, lease, permit or other transfer not requiring a deed, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, the New York State Department of Transportation shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

Where a deed transferring property interests includes a covenant running with the land, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, The New York State Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the New York State Department of Transportation and its assigns.

APPENDIX 4

*To be included in deeds for
property acquired directly from the United States*

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States to the New York State Department of Transportation.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the New York State Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with The Surface Transportation Assistance Act of 1982, the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991, and/or the Transportation Equity Act of the 21st Century, as well as the Regulations for the Administration of Transportation Programs and the policies and procedures prescribed by the Federal Highway Administration, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the New York State Department of Transportation all the right, title and interest of the Department of Transportation in and to said, lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the New York State Department of Transportation and its successors forever, subject, however, to the convenient, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the New York State Department of Transportation, its successors and assigns.

The New York State Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed, and (2) that the New York State Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

(REVERTER CLAUSE)

When it is determined by the United States that a Reverter clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, the following applies:

That in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW,
PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND
MATERIALS ON FEDERAL & STATE CONTRACTS**

GENERAL PROVISIONS. All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

CONVICT LABOR. No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

SELECTION OF LABOR. No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

WAGE RATES ON FEDERAL AID PROJECTS. Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

CONSTRUCTION BY FEDERAL AGENCIES. When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

NON-DISCRIMINATION. Employment shall be provided without regard to race, color, religion, sex, or national origin.

CONVICT-PRODUCED MATERIALS. The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

FEDERAL WAGE RATES

(NO TEXT ON THIS PAGE)

General Decision Number: NY120003 11/09/2012 NY3

Superseded General Decision Number: NY20100003

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	01/06/2012
1	01/13/2012
2	02/10/2012
3	02/17/2012
4	03/16/2012
5	03/23/2012
6	04/06/2012
7	05/04/2012
8	05/11/2012
9	05/25/2012
10	06/01/2012
11	06/15/2012
12	06/29/2012
13	07/06/2012
14	07/20/2012
15	08/03/2012
16	09/14/2012
17	10/05/2012
18	10/26/2012
19	11/09/2012

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:

mhtml:file://W:\Wage Rates\ny3_dvb 11-14-2012.mht

11-14-2012

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 07/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 51.54	22.19
MASON - STONE.....	\$ 58.86	25.61

BRNY0001-002 06/01/2011

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 37.55	26.10

BRNY0004-001 01/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 51.53	25.60

BRNY0007-001 01/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.86	28.55
TERRAZZO WORKER/SETTER.....	\$ 44.39	28.55

BRNY0020-001 01/01/2011

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.20	24.93

BRNY0024-001 07/01/2012

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 38.03	20.90

BRNY0052-001 12/05/2011

	Rates	Fringes
Tile Layer.....	\$ 49.64	26.91

BRNY0088-001 12/05/2011

	Rates	Fringes
TILE FINISHER.....	\$ 39.28	23.91

CARP0001-009 07/01/2008

	Rates	Fringes
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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 04/06/2008

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.....	\$ 24.83	17.91
Heavy Equipment Operator....	\$ 33.10	17.91
Lineman and Cable Splicer...	\$ 41.38	17.91
Tree Trimmer.....	\$ 23.06	9.84

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.

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.

 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

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

	Rates	Fringes
KINGS, QUEENS 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

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 07/01/2012

	Rates	Fringes
Laborers Building Construction		
Demolition Laborers		
Tier A.....	\$ 33.37	17.97
Tier B.....	\$ 22.67	12.18
Mason Tenders.....	\$ 32.99	20.56

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 07/01/2003

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 28.86	30.51

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

LAB00731-001 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

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.

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

* 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

PAIN0806-001 10/01/2012

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 47.00	32.08

PAIN1974-001 06/27/2012

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 43.32	22.01

PLAS0262-001 02/01/2012

BRONX, NEW YORK AND RICHMOND COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

PLAS0262-002 02/01/2012

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80

PLAS0530-001 08/03/2005

	Rates	Fringes
PLASTERER DRYWALL PLASTERERS.....	\$ 37.03	18.30

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

 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 06/01/2010

	Rates	Fringes
ROOFER.....	\$ 37.75	28.86

 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 shape each remaining workday during such calendar week.

TEAM0813-001 12/01/1998

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 19.49	3.61+a
GROUP 2.....	\$ 19.76	3.61+a
GROUP 3.....	\$ 19.90	3.61+a
GROUP 4.....	\$ 20.23	3.61+a
GROUP 5.....	\$ 20.40	3.61+a
GROUP 6.....	\$ 21.29	3.61+a
GROUP 7.....	\$ 22.40	3.61+a
GROUP 8.....	\$ 19.90	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two (2) Personal Days, and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self contained loading unit up to and including 22 yard capacity

GROUP 2: Open trucks, rack body or trucks with no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or any trucks 22 yards to and including 25 yards capacity

GROUP 4: Rubbish and garbage trucks, 26 yards to and including 31 yards

GROUP 5: Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal

GROUP 6: Roll-off trucks up to and including 42 yard capacity

GROUP 7: Roll-off truck with more than 42 yard capacity or any tractor trailer trucks

GROUP 8: One-container tractor hoist on construction and alteration debris removal

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)).

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 rate.

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 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.

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.

END OF GENERAL DECISION

(NO TEXT ON THIS PAGE)

"BUY AMERICA" REQUIREMENTS & WAIVERS

GENERAL BUY AMERICA BID REQUIREMENTS AND DEFINITION. In accordance with New York State Department of Transportation Official Order No. 1511 establishing consistency for application of Section 146 of the State Finance Law, and Section 165 of the U. S. Surface Transportation Act of 1982, as amended, the Bidder must submit a bid based on permanently incorporating only domestic steel and/or iron in the construction of this contract.

The Bidder may also submit a bid based upon being allowed to permanently incorporate foreign steel and/or iron into the work of the contract. If the Bidder chooses to submit such a bid, the Bidder should purchase an additional proposal for this contract and legibly print the following in ink on the proposal cover and at the bottom of the proposal sheet which contains the phrase "Total gross sum written in words": TOTAL BID BASED UPON USING FOREIGN STEEL AND/OR IRON.

When bids are submitted based upon domestic and foreign steel and/or iron, both bids are to be submitted in the same envelope.

To qualify as domestic, all manufacturing processes (including the fabrication of any product containing steel and/or iron) must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw material used in the steel and/or iron may be imported. All manufacturing processes to produce steel and/or iron products must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron products. Waste products would include scrap; i.e., steel and/or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks, and the like. Also, steel and/or iron trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw material which is customary to prepare them for transporting are exempt from Buy America.

AWARD OF CONTRACT. Award of this contract will be made to the lowest bidder who submits the lowest total bid based upon furnishing domestic steel and/or iron unless such total bid exceeds the lowest total bid based upon furnishing foreign steel and/or iron by more than 25 percent, in which case award will be made to the lowest responsible bidder based upon furnishing foreign steel and/or iron.

CONTROL OF MATERIALS. All items, regardless of origin, shall comply with their individual specification requirements. In the event the contract is awarded based upon using only domestic steel and/or iron, the Contractor must supply only domestic steel and/or iron and will be paid the domestic steel and/or iron bid prices. The Contractor will be responsible for ensuring that the domestic steel and/or iron is supplied in conformance with the above referenced laws. Such responsibility extends to informing all affected subcontractors and material suppliers of these specific requirements and ascertaining that steel and/or iron being supplied is in conformance with the standard specifications.

ATTACHMENT "E"

In the event that the contract is awarded based upon being allowed to permanently incorporate foreign steel and/or iron in the work, the Contractor may supply either domestic or foreign steel and/or iron and will be paid the foreign steel and/or iron bid prices. If the contract is awarded based upon the domestic steel and/or iron bid, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron if the combined cost of such materials does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron will be that shown to be the value of the steel and/or iron products as they are delivered to the project.

BUY AMERICA WAIVERS. In addition to the award of a bid based on foreign steel and/or iron materials, waivers to the Buy America requirement may be requested by the State to the Division Federal Highway Administration if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver. For Federally Aided contracts, final approval of the Buy America Waiver request will be made by the Division Federal Highway Administration and concurred with by the Director, Construction Division. For non-Federally Aided contracts, upon final approval of the affected Department program areas, notification and approval of the Buy America Waiver request will be made by the Director, Construction Division.

Note: The following is a list of materials or products which have been granted waivers or exclusions from the "BUY AMERICA" provisions:

1. Hollow 'I'-shaped steel extrusions
2. NYCDEP Water Main castings such as valves, mechanical joint fittings and hydrants. However, this does not release the remainder of the contract from "Buy America" requirements, including all steel pipe, straight full length ductile iron pipes, frames and grates for catch basins, and street lighting.

CERTIFICATIONS AND TRACKING OF FOREIGN STEEL/IRON. In order to ensure compliance with this contract requirement, all manufacturer's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

DEFINITIONS:

Steel - Steel material of any type, including welding rod.

Iron - Iron material of any type, including cast and ductile iron, but not pig iron.

Domestic - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

Foreign - Any location other than those defined as Domestic.

Manufacturing Processes - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

Fabricated Product Containing Steel and/or Iron - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

(NO TEXT ON THIS PAGE)

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

**[SEE SECTION 102-11 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

ATTACHMENT "F"

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the counties of Bronx, Kings, New York, Queens, and Richmond:

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Filters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals -6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice.

THESE MUST BE INCLUDED IN EACH BID ROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.

NO TEXT

ATTACHMENT "H"

**GOALS FOR DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE
(D/M/WBE) PARTICIPATION**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to §102-12 *D/M/WBE Utilization* of the Standard Specifications.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>13</u> % (Federal-Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0</u> % (Non Federal-Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	<u>0</u> % (Non Federal-Aid Only)

Directories and/or Information related to the current certification status of Disadvantaged Business Enterprises can be obtained from the NYS Unified Certification Program website at:
<http://biznet.nysucp.net>

Direct questions concerning Disadvantaged Business Enterprise Utilization to:

NYS Department of Transportation
Office of Construction
50 Wolf Road Pod 51
Albany, New York 12232
(518) 457-6472

Direct questions concerning Disadvantaged Business Enterprise Certification to:

NYS Department of Transportation
Contract Audit Bureau
DBE Certification
50 Wolf Road, 6th Floor
Avenue F, 1st Street
Albany, New York 12232
(518) 457-3180

Directories and/or information related to the current certification status of Minority and Women's Business Enterprises, can be obtained by contacting the:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
<http://www.empire.state.ny.us/MWBE.html>

**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
FOR FEDERAL AID CONTRACTS**

**[SEE SECTION 102-12 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

Contract Requirements

REQUIREMENTS REGARDING TRAINING IN FEDERAL AID CONTRACTS TRAINING SPECIAL PROVISION

GENERAL. The primary objective of this Training Special Provision is to provide training opportunities to minority and disadvantaged¹ persons and women in construction trades for two purposes:

1. To maintain a pool of qualified minority and disadvantaged persons and women to replace those journeyworkers² who, to the natural course of events, will leave the workforce; and
2. To provide minority and disadvantaged persons and women as indentured apprentices or trainees in those geographic areas where shortages in minority and women journeyworkers are recognized because the Contractor's inability to meet the Equal Employment Opportunity (EEO) goals set forth in this contract.

This work shall consist of the employment and meaningful and effective training of minority and disadvantaged persons and women in training programs approved by the N.Y.S. Department of Transportation leading to their qualifications as journeyworkers in the skilled trades required in highway construction. This Training Special Provision supplements the Equal Employment Opportunity requirements included elsewhere in this Proposal entitled either "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) or "Equal Employment Opportunity Requirements." Each of the foregoing prescribe specific percentage goals for utilization of minorities and women in the performance of work for the geographic area location of the Contract.

Each contract which contains this Training Special Provision shall require the training of at least one minority or woman indentured apprentice or trainee. Such individual shall be either approved or selected by the Owner with concurrence by the Department of Transportation. Other than this initial training obligation, to be undertaken and provided by the Contractor, no additional training obligations will exist under this Training Special Provision unless the goals for minority and women employment and training in the skilled workforce (exclusive of laborers) are not continuously met on the contract and generally distributed amongst the trades. In the five counties of New York City, the goals specified for each trade are applicable. Whenever the goals are not met, additional minority and/or women indentured apprentices and/or trainees will be assigned or approved in numbers necessary to meet the goals. Data necessary to determine if goals are being met will be provided on Contractor and Subcontractor Monthly Employment Utilization Reports (Form AAP 33LL) submitted by the Contractor on a monthly basis to the Engineer-in-Charge of construction contract, or other agent of the Owner responsible for administering the contract, or other forms approved by the Department of Transportation.

The data will be verified by the visual observance of the Engineer-in-Charge, or designated project inspectors, or other agent of the Owner, and hours of employment reported on Contractor and Subcontractor certified weekly payrolls. The number of minority and women indentured apprentices and trainees required to be trained under this Item shall not exceed the equivalent of 12 1/2% of the total journeyworker workforce on the contract (counted in hours worked), i.e., no more than 1 in 8 of the skilled workforce is required to be a minority or woman indentured apprentice or trainee. This limitation applies regardless of minority or women representation in the trades. However, this limit on required training in no way absolves the Contractor of the responsibility to comply with the EEO contract requirements.

¹ Disadvantaged means a person who is either. (a) a member of a family the receives public assistance, or (b) a member of a family whose income during the previous six (6) months or an annualized basis, was such that (1) the family would have qualified for public assistance, if it had applied for such assistance; or (2) it does not exceed the poverty level. NOTE: The name, address, and social security number of candidates to be trained under the disadvantaged criteria must be submitted to the Owner accompanied by related economic documentation for approval prior to commencing training.

² Journeyworker means a person who is capable of performing all the duties within a trade or a given work classification of a trade approval prior to commencing training, subject to concurrence by the Department of Transportation.

Contract Requirements

REQUIREMENTS REGARDING TRAINING ON FEDERAL AID CONTRACTS

PRECONSTRUCTION MEETING. Before the Contractor will be allowed to begin work, the Contractor shall attend a Preconstruction Meeting and shall submit for the Owner's use and acceptance, a Manpower and Training Utilization Schedule (Form AAP 35LL) which shall be correlated to the Contractor's work schedule. The Schedule shall include at least the following information:

1. A work schedule for the entire contract,
2. An estimate of the work force required to conform to the work schedule on a monthly basis including an estimate of the work force in each trade and/or work classification projected to be used,
3. Separate estimates of the number of minority and women indentured apprentices or trainees that would be required in each skilled trade to meet the contract EEO employment goals for that trade assuming no minority or women journeyworkers in the workforce,
4. The approved training programs to be used and the proposed starting dates for training in each trade and/or work classification,
5. An estimate of the availability of minority and women journeyworkers in numbers sufficient to meet the EEO contract goals, and
6. Any proposal by the Contractor to use trainees or indentured apprentices to make up for anticipated EEO goal shortfalls. Such proposals shall include the name and craft of any individual proposed by the Contractor as the required trainee or indentured apprentice. In the case of an indentured apprentice, evidence of indentureship and registration of the approved apprenticeship program must be included.

No contract work may be undertaken until the Owner has accepted the Schedule and obtained the concurrence of the Department of Transportation. The Contractor shall submit a revised Manpower and Training Utilization Schedule at such times as major changes in the contract work schedule or a significant workforce buildup occurs which substantially affect the previously submitted Schedule.

RECRUITMENT. Although the training requirements of this Training Special Provision are not intended, and shall not be used to discriminate against any applicant for training, whether a member of a protected class or not, it is recognized that non-minority males have traditionally been and continue to be trained, either formally or on-the-job in an informal manner, for in the trades utilized in construction work. Therefore, until such time that representative numbers of minorities and women complete training and their utilization as journeyworkers is demonstrated to the extent of the participation goals set forth in the Department of Transportation's construction contracts, training required under this Training Special Provision will be primarily limited to minorities, women, and disadvantaged individuals.

Thus, the Contractor shall demonstrate compliance with the intent of this Training Special provision by affording the Owner, with the concurrence of the Department of Transportation's appropriate Regional Compliance Specialist (RCS), the opportunity to:

1. First, approve the use of a minority or woman indentured apprentice known to the Contractor through an existing Joint Apprenticeship Training Program, or
2. Second, provide a partially-trained minority or woman trainee who is currently enrolled in a New York State Department of Transportation approved training program, or
3. Third, work cooperatively with the Contractor in recruitment of new minority or women trainees, when needed.

In conformance with the foregoing, the Contractor should submit a Department of Transportation Form AAP-17, Request for Personnel, to the Owner at the Preconstruction Meeting, and the Owner should seek concurrence of that from Department of Transportation's Regional Compliance Specialist. The Contractor is responsible for ensuring that on-the-job orientation for approved indentured apprentices or assigned trainees is provided to such individuals within their first month of employment.

Contract Requirements

WORK HISTORY. No individual shall be employed as a trainee or indentured apprentice in any trade and/or work classification in which such person has successfully completed a training course providing journeyworker status in the same trade or work classification, or in which such person has been gainfully employed as a journeyworker by virtue of informal on-the-job training. Detection of individuals in the above categories may be accomplished by including appropriate questions on employee application forms, inquiries to the Department of Transportation Regional Compliance Specialist, checking personal references, or by other suitable means. Regardless of the method used, the Contractor shall document the findings for each indentured apprentice or trainee provided training under this requirement. A copy of the findings shall be given to the Owner's Engineer or agent in charge of the project, who shall request concurrence of the Department of Transportation. In the case of indentured apprentices, evidence of indentureship in a registered approved apprenticeship program shall also be provided.

SUBCONTRACTING. In the event the Contractor subcontracts a portion of the contract work, the Contractor shall ensure that the requirements of this Training Special Provision are physically incorporated into such subcontracts to ensure that the workforce utilized by the Subcontractor meets the goals for minority and women employment and training, either independently or in combination with the Contractor's workforce. The Contractor must determine the hours of training, if any, and in which trade or work classifications, minority or women indentured apprentices or trainees are to be trained by the Subcontractor(s). However, the Contractor shall retain the primary responsibility for meeting the training requirements of this Training Special Provision. Subcontractors are herewith advised that disregard of these requirements may result in the Department of Transportation either rescinding approval or disapproving their use on subsequent contracts let by the Department of Transportation or on contracts let by other agencies under agreement to the Department of Transportation.

TRAINING AND APPRENTICESHIP PROGRAMS. The minimum length, type of training, and rate of pay for the trade or the work classification of the trade will be specified in the training program approved or sanctioned by the New York State Department of Transportation with the concurrence of the Federal Highway Administration. Both of these agencies shall approve or sanction a training program if it meets the Equal Employment Opportunity obligation of the Contractor and qualifies the trainee for journeyworker status in the trade or work classification concerned by the end of the training period. Furthermore apprenticeship programs registered with the U. S. Department of Labor, Office of Manpower Development, Apprentice Training Section, and training programs approved, but not necessarily sponsored, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are administered in a manner consistent with the Equal Employment Opportunity obligations of New York State Department of Transportation construction contracts. A copy of the training programs approved by the NYSDOT will be made available by the NYSDOT upon request by the Owner or the Contractor. The Contractor shall provide a copy of the approved apprenticeship or training program to the indentured apprentice or trainee.

Where training is to be provided under this Training Special Provision, the Contractor shall obtain acceptance or approval of the training or apprenticeship program to be used, and the starting time for training, prior to commencing training. The Contractor shall provide on-the-job training directed toward developing journeyworkers in the trade, or work classification(s) of the trade, involved. To the extent that the work involved on the contract permits, such training should include all phases and facets of a trade, or work classification of a trade, to satisfy usual construction industry requirements for continued or future employment therein. Additionally, the Contractor shall provide a minimum of 144 hours per calendar year of related classroom training at an approved facility for each individual so enrolled, in accordance with Article 23 of the New York State Labor Law, Section 815.3.

WAGES. Indentured apprentices will be paid at least 60 percent of the appropriate prevailing wage rate specified in the contract for the same trade or work classification for which they are being trained for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period. Trainees will be paid the appropriate prevailing wage specified in the contract for the same trade or work classification for which they are being trained.

Indentured 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 determinations for the applicable classification. On-the-job (OJT) trainees shall be paid fringe benefits in accordance with the provisions of the prevailing wage rates.

If the trainee program does not mention fringe benefits trainees shall be paid the full amount of fringe benefits listed on the wage determinations unless the Administrator of Wage and Hour Division determines that there is an

Contract Requirements

apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full benefits for apprentices.

DURATION OF TRAINING. Once an indentured apprentice is approved or a trainee is assigned to the contract under this Training Special Provision, that individual shall be trained in the designated trade throughout the duration of the contract whenever such trade is in use on the contract until the trainee or indentured apprentice has completed the approved training program. Where training is provided under a multi-phase apprenticeship or training program, it is expected that training will be provided continually through all phases to the extent that opportunities for such training exist in the work under contract. Upon satisfactory completion of a phase of training under a multi-phase apprenticeship or training program, if training in the remaining phases is not available and work in the completed phase is available, the minority or woman indentured apprentice or trainee shall continue employment, and be compensated at the prevailing journeyworker wage rate for such work. Hours of employment as a journeyworker described above will not be credited toward training hours required by the approved training or apprenticeship program.

A trainee may be terminated at any time during training for excessive absenteeism, lack of punctuality accident-proneness, lack of interest, poor attitude and continued failure to conduct his/herself in a professional manner. However, termination will not occur prior to proper counseling, documentation, and notification in writing to the Owner's Engineer or agent in charge of the project, and to the Department of Transportation's Regional Compliance Specialist, and subsequently the concurrence of the Owner's engineer or agent and the NYSDOT Regional Compliance Specialist, with that termination.

REQUIRED RECORDS. The Contractor shall provide each minority or woman trained under this provision with a certification showing the type and length of training satisfactorily completed. In addition, the Contractor shall keep records on the job site indicating the nature and hours of training provided to each trainee or indentured apprentice documenting performance under this Training Special Provision to the Owner's Engineer or agent in charge of the project and to the Department of Transportation's Regional Compliance Specialist Form AAP-42a, Training Report will be submitted once the trainee or indentured apprentice commences training, competes training, or is terminated and each December 31st that individual is in training. Form AAP 26LL, Monthly Training Progress Report, will be submitted every month after the individual commences training. No measurement will be made of training provided to indentured apprentices or trainees for whom no work history has been provided to the Owner's Engineer or agent in charge of the project. In addition, no measurement will be made of the training provided to apprentices for whom no evidence of indentureship in a registered program has been provided to the Owner's Engineer or agent in charge of the project.

NO PAYMENT FOR TRAINING. No payment will be made to the Contractor for the training required by this Training Special Provision. The required training is a labor cost which is included in the unit prices bid by the Contractor for the items of work comprising the contract.

LISTS OF OJT & REGISTERED APPRENTICESHIP PROGRAMS. Effective April 1, 1992, the New York State Department of Transportation commenced a demonstration program in NYSDOT Regions 2, 3, 5, and 11 requiring the exclusive use of apprenticeship training to fulfill the Training Special Provision and supplement EEO goal attainment. The remaining NYSDOT Regions, contractors will be allowed to use on-the-job training (OJT) programs during the period of the demonstration project. However, only OJT programs for crafts that have been deemed as apprenticeable occupations will be approved. In order to ease the transition from OJT to apprenticeship, it is required that all OJT will participants receive related classroom instruction.

It is the policy of the New York State Department of Transportation to afford equal employment opportunity to traditionally socially and economically disadvantaged persons by providing training opportunities to minority and disadvantaged persons and women to improve their potential for construction employment. NYSDOT, therefore, provides training as a contract requirement on selected construction contracts, including those let by other agencies and local governments under an agreement with NYSDOT.

When OJT is to be provided under this Training Special Provision, the Contractor shall obtain acceptance from the Owner and NYSDOT for the OJT Program to be utilized and the starting time frame for training, prior to commencing training. Accordingly, the following is a listing of OJT programs which have been approved by the NYSDOT and the Federal Highway Administration (FHWA) for utilization in NYSDOT Regions 1, 4, 6, 7, 8, and 10.

NOTE: A contractor in these Regions may opt to use either OJT or apprenticeship programs. However, the use of apprenticeship programs is strongly encouraged.

Contract Requirements

**FOR LISTS OF CURRENTLY APPROVED APPRENTICESHIP PROGRAMS
SEE THE FOLLOWING
NEW YORK STATE
DEPARTMENT OF LABOR'S WEB SITE:**

<http://www.labor.ny.gov/apprenticeship/sponsor/index.asp>

NO TEXT

CHANGED CONDITIONS AND DISPUTED WORK PROVISIONS:

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. Towards this goal, the Department is specifying the dispute resolution and disputed work provisions of this Section. This dispute resolution process may be undertaken at any time from the contract award to the submission of the final estimate for payment by the Department. The process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract.

If the Contractor considers its disputes unresolved after following the requirements of this Section then at any time prior to the submission of the final agreement for payment to the Department, the Contractor may request in writing a meeting with the Department, or its designated representative, to review any outstanding dispute or items of a dispute that have not been previously resolved to the satisfaction of the Contractor through the dispute resolution process. If the contractor fails to comply with the requirements of this section, any claim of the Contractor with respect thereto shall be deemed waived.

A. **TIME RELATED DISPUTES.** Whenever the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall follow the procedures set forth in this Section. All subcontracts, supply or equipment contracts shall incorporate these provisions of Dispute Resolution and Disputed Work Provisions. If such subcontracts or supply or equipment contracts do not have similar provisions, then the Department's payments to the Contractor for such subcontract or supply or equipment work shall be limited to only that which are provided by the provisions of this Section as if it were in effect for such subcontract or supply or equipment contract.

1. a. The term 'dispute' shall mean a matter of contract performance or contract compensation, including granting of extensions of time, in which there is or may be disagreement between the Contractor and the Department and which may involve adjustment of contract items or the addition of new items to the contract, extension of time for performance and/or adjustments in compensation necessitated by the resolution of such disagreement.

b. The term 'time related dispute' shall mean any dispute arising from any event not within the Contractor's control, performance, action, force, or factor which affects the scheduled time of performance depicted in the Contractor's most recent Department approved progress schedule submitted to the Department. This Subsection is intended to cover all such events which include termination, major deductions or increases to quantities of work, Contingencies, Extra Work, Deductions, and suspension of work and cancellation of contract, Right to Suspend Work and Cancel Contract, as well as actions, forces or factors, whether they be termed 'delay', 'disruption', 'interference', 'inefficiencies', 'impedance', 'hindrance', 'acceleration', or otherwise. This subsection shall cover all such applicable events under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. Notwithstanding the foregoing, for time related compensation requests, the Department will compensate the Contractor for only those instances arising out of the issuance by the Department of a stop work order relative to a substantial portion of the work, or arising out of the unavailability of critical rights of way parcels, either of which are determined by the Department to significantly affect the scheduled completion of the work.

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2. Strict compliance with the notice provisions of this Section and compliance with the record keeping provisions of this section and Extra, Force Account Work, Dispute Compensation and Record Keeping, shall be an essential precedent condition under the contract provisions to any recovery of time related damages by the Contractor whether it be under the contract provisions, court actions and proceedings or otherwise.
3. Except for situations that come within the terms of Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, subsection (2), Suspensions of Work, within ten work days after the Contractor has knowledge or should have had knowledge of an event, matter or occasion, that will result in time related damages, the Contractor must provide the Engineer with written notice of a dispute for time related damages.

The Department shall have no liability and no adjustment will be made for any time related damages which accrued more than ten work days prior to the filing of such a notice with the Engineer. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the dispute and the Department does not have to show prejudice to its interest before such denial is made. In the event the Contractor fails to provide the required written notice within the ten work day period and the Contractor demonstrates justifiable excuse or cause as determined by the Department for not providing the required written notice, then said 10 day notice period may be lengthened but only if the Contractor has maintained and submits the specified records set forth in these provisions and the Department has knowledge of the matter or occasion that may result in time related damages. In the event the Contractor fails to maintain and submit such specified records, or fails to demonstrate justifiable excuse or cause if such notice is not given, or demonstrates such justifiable excuse or cause but fails to maintain and continue to maintain and submit such specified records, the Contractor hereby agrees to waive the dispute for compensation, notwithstanding the fact that the Department may have actual notice of the facts and circumstances which comprise such dispute and is not prejudiced by said failure.

As directed by the Engineer, the work shall continue during the pendency of the dispute. The Engineer shall make the initial determination in writing on the dispute and the Contractor, if it considers the issue unresolved, shall promptly notify, within ten (10) work days after receipt of the Engineer's decision, notify the Department, in writing with copies to the Engineer of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of his or her previous findings or determinations. The Department, or its designee, shall make a finding thereon and notify the Contractor of same in writing.

Adjustments of contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such dispute determination may be made until the time the final agreement is submitted for payment to the Department, provided that the requirements of this Section are complied with.

4. If time related damages are presumed to have been incurred and after giving the Department notice of a dispute for time related damages, the Contractor must keep daily records of all labor, material, and equipment costs and hours incurred for the affected operations. These daily records must identify each operation affected and the specific locations where work is affected. On a "weekly basis," beginning the week following the date of giving notice of a dispute for time related damages, the Contractor shall meet with the Engineer and present the daily records for the preceding week. If

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the Engineer disagrees with the accuracy, applicability, or reasonableness of any portion of the Contractor's submission, he/she shall promptly notify the Contractor who shall correct its records. If there is a dispute as to records, the Contractor must follow the requirements of this specification, Part C. The dispute shall first be submitted to the Regional Director and if unresolved will be submitted in writing to the Department or his/her designee whose decision shall be final and conclusive subject to the Contractor's right to assert a claim in New York State Court of Claims. Lack of substantial compliance with the requirements to attend weekly meetings or present its records will constitute a waiver by the Contractor of said dispute for time related damages.

5. After giving notice of a dispute for time related damages, the Contractor shall prepare and submit to the Engineer, if requested, weekly written reports until complete resolution of the dispute, which shall be available at the next scheduled job meeting, providing the following information:
 - a. Potential effect to the Contractor's schedule caused by the time related dispute;
 - b. Identification of all operations that have been affected or delayed, or are or may be affected or delayed;
 - c. Explanation of how the Department's act or omission affected or delayed each operation, and estimation of how much more time is required to complete the project;
 - d. Itemization of all extra costs being incurred, including:
 - (1) An explanation as to how those extra costs relate to the effect or delay and how they are being calculated and measured.
 - (2) Identification of all project employees for whom costs are being compiled.
 - (3) Identification of all manufacturers' numbers of all items of equipment for which costs are being compiled.
6. In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes.

B. ACCELERATION DISPUTES. The Contractor may not maintain a dispute for costs associated with acceleration of the work unless the Department has given prior express written direction by the Engineer to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. For purposes of this Subsection, lack of express written direction on the part of the Department shall never be construed as assent.

If the Contractor does accelerate its work efforts pursuant to a written order or express written approval by the Department, the Contractor shall be compensated for its effort, in the same manner and as limited by Extra Force Account Work, Dispute Compensation and Record Keeping, Part (D). The Department, in determining whether or not any compensation under this Section is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

If the Contractor is claiming a "constructive acceleration," it must follow the requirements of this section, Part A.

C. **DISPUTED WORK.** If the Contractor is of the opinion that any work ordered by the Engineer to be done as contract work is extra work and not contract work, or that any order of the Engineer exceeds the work requirements of the provisions of the contract, the Contractor shall promptly, within ten work days of receipt of the order or direction, notify the Engineer in writing of its contentions thereto. The Contractor must progress the work as required and ordered. In the meantime, the Contractor, if it considers the issue unresolved, shall promptly, within ten work days of receipt of the Engineer's written decision, notify the Department in writing with copies to the Engineer, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of their previous findings. The Department, or its designated representative, shall make a finding thereon and notify the Contractor of same in writing. If such work is determined by the Department or its designee to be extra work pursuant to the provisions of this Section, compensation will be made pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B). In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes. This subsection shall cover all such applicable extra work under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. During the progress of such disputed work, the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department or its designated representative determines that the work in question is contract work and not extra work, or that the order complained of is proper, he/she shall again direct the Contractor to continue the disputed work and the Contractor must promptly comply. The Contractor's right to pursue a dispute under this Section for extra compensation or damages will not be affected in any way by the Contractor's complying with the directions of the Department or Engineer to proceed with the work, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department, or its designated representative, determines that such work is extra work and not contract work, or that the order complained of is not proper, then the Department or his/her designated representative shall have prepared, if necessary, an order on contract covering such work as soon as is practical after the determination is made. Payment will be made for such work via agreed price or force account pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B), New Item Charges. The Department, or its designee, will notify the Contractor in writing of the date upon which the Department has approved the order on contract. Performance of work until receipt of the order on contract by the Contractor shall be considered disputed work. The Contractor must progress the work of the contract, including the work covered by any such order on contract, as directed by the Engineer. Adjustments to contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such determination may be made up until the time the final agreement is submitted for payment to the Department, provided that all the requirements of Extra Force Account Work, Dispute Compensation and Record Keeping are complied with. In addition, documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in an order on contract which was disapproved) will be considered as reimbursable.

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This work will be considered disputed work for which the Contractor will be compensated. Eligibility for compensation shall cease upon notification of the order on contract's disapproval. Failure by the Contractor to promptly notify, in writing, the Engineer and the Department of its contentions relative to any dispute or to maintain and furnish force account reports for disputed work shall constitute a waiver of the disputed work claim.

D. **AUDITING OF RECORDS.** The Contractor who has filed a dispute must have the following records available for audit at any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. If a dispute is filed on behalf of a subcontractor or supplier, such subcontractor or supplier must also have substantially the following records available for audit any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department. The audit may begin on ten days' notice to the Contractor, subcontractor, or supplier as is appropriate. The Contractor, subcontractor, or supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure of the Contractor, subcontractor, or supplier to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to substantially the following documents:

1. Daily time sheets, job superintendent diaries or log sheets and foreman's daily reports.
2. Union agreements and reports, if any.
3. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
4. Payroll register.
5. Individual employee earnings records.
6. Payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
11. Subcontractor payment certificates.
12. Canceled checks (payroll and vendors).

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13. Job cost ledger or report.
14. Job payroll ledger, petty cash journal and supporting vouchers.
15. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
16. Cash receipts, cash disbursements journal, and purchase journal.
17. Audited and unaudited financial statements for all years reflecting the operation on this project.
18. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
20. All documents which reflect the Contractor's actual overhead during the years this Project was being performed.
21. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
22. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
23. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits, insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

In the event the Contractor fails to substantially furnish the above required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed.

E. CONTRACTOR'S RESPONSIBILITY FOR WORK. The Contractor is responsible for carrying out the provisions of the contract at all times, regardless of whether an authorized inspector is present or not. Any work or item that is, at any time, found to be out of specification or not in compliance with the plans shall remain the responsibility of the Contractor and shall be subject to such corrective measures that are approved in writing by the Engineer.

EXTRA FORCE ACCOUNT WORK, DISPUTE COMPENSATION AND RECORD KEEPING

(A) **CONTRACT ITEM CHARGES.** When an order-on-contract provides for similar items of work or materials which increase or decrease the itemized quantity provided for in the primary contract, the price to be paid therefor shall not exceed the unit bid price in the primary contract for such items.

(B) **NEW ITEM CHARGES.**

1. **Agreed Prices.** Agreed prices for new items of work or materials may be incorporated in the order-on-contract as the Department may deem them to be just and fair and beneficial to the Department. These prices must be supported by a complete price analysis in the order-on-contract or, by reference to average bid prices for similar type and quantity of work from other recent contracts. The price analysis will be based on an estimated breakdown of charges listed in the following paragraph 2. "Force Account Charges," unless some other basis is approved by the Department.

2. **Force Account Charges**

3. **Contractor Charges.** Where there are no applicable unit prices for extra work ordered and agreed prices cannot be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:

(1) **Necessary Materials (including transportation to the site.)** Materials is defined to include all products incorporated in the temporary or permanent work. The following items consumed in progressing the work are also considered to be materials for which reimbursement with an allowance for profit and overhead will be made. These are oxygen, acetylene, propane, welding rods, grinding wheels, and saw blades. Separate reimbursement will not be made for all other products which may be consumed in progressing the work and reimbursement for these items is considered to be included in the reimbursement for overhead. Material used, if acquired by direct purchase, must be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit shall be given for substantial salvageable material recovered. Salvage value of substantial material recovered shall be determined by the Engineer-in-Charge in coordination with the Contractor.

(2) **Necessary labor costs including supplemental benefit payments.** Each class of labor shall be billed separately at actual payroll rates. Average rates based on different classes of labor will not be accepted.

(3) **Necessary payroll taxes and insurance payments and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.**

(4) **Sales taxes, if any, required to be paid on materials not permanently incorporated into the work under the order-on-contract.**

(5) **Equipment, truck and plant rentals, other than small tools.** The Contractor shall be reimbursed for the number of hours that the equipment truck or plant is actually used on a specified force account job. Equipment used

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by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rental rate is based will be recorded as a part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(a) Contractor Owned Equipment, Trucks and Plant -- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by the Dataquest, Inc. applied in the following manner as modified by the 'Rate Adjustment Table'.

- [1.0] Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all nonoperating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below:
 - [1.1] Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
 - [1.2] Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.
 - [1.3] Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
 - [1.4] Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
- [2.0] Operating Costs -- the rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.
- [3.0] The rates used shall be those in effect at the time the force account work is done as reflected in the then current publication of the Rental Rate Blue Book. When force account type analysis are used to establish agreed prices in accordance with Section

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(B)1 above, the rates used shall be those in effect when the agreed price is developed by the Contractor and submitted to the Engineer-in-Charge.

- [4.0] The geographic Area Adjustment Factor shown on the map at the beginning of each section of the Rental Rate Blue Book shall not be applied to the equipment rates subsequently listed in each section, and shall not be used as a basis for payment.
- [5.0] In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.

(b) Rented Equipment, Trucks and Plant --

- [1.0] In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer-in-Charge to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.
- [2.0] The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.
- [3.0] In the event that area practice dictates the rental of fully manned or fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rate is substantiated by area practice.

(c) **Maximum Amount Payable --** The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any force account work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the Operating Cost/Hour for each hour of actual use.

(6) **Profit and Overhead.** Profit and overhead cost shall be computed at 20 percent of the following:

- (a) **Total Direct Labor Cost** (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll

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taxes, insurance payments and other labor related fringe benefits payments, payroll taxes, insurance payments and other related fringe benefit payments as defined in (2) and (3) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(b) Total Cost of Materials as defined in (1) above including the cost of transportation to the project site.

(7) Overhead shall be defined to include the following:

(a) Premium on bond;

(b) Premium on insurance required by the owner other than Workers Compensation Insurance, premium on public liability and property damage insurance, unemployment insurance, Federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with its employee;

(c) All salary and expenses of executive officers, supervising officers or supervising employees;

(d) All clerical or stenographic employees;

(e) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc, and other miscellaneous supplies and services;

(f) All drafting room accessories such as paper, tracing cloth, reproduction costs, etc.

(8) Subcontractor Charges. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in items (1) through (5) under 3, Contractor Charges, but profit and overhead shall be figured at (25%) unless some other basis is approved by the Owner.

(9) Service Charges. When work is performed by, or a fee is paid to, a service provider, the contractor shall be paid the actual cost of the service fee plus a maximum five percent (5%) for contract supervision, overhead and profit. This 5% shall be applied once to the service fee regardless of who makes direct payments to the service provider.

(C) FORCE ACCOUNT REPORT. Payment for force account work will be made on the basis of the following reports.

1. The Contractor will deliver to the Engineer-in-Charge a daily summary of FORCE ACCOUNT WORK done on the contract. This summary on 8-1/2" x 11" paper will be delivered to the Engineer-in-Charge not later than closing time on the day following that for which the work is reported.

The summary shall contain:

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- a. A list of materials used indicating the amount and nature of each material. The cost (if known) should also be included. This must be documented later by proper receipts.
 - b. A list of equipment used indicating the number of hours used and the kind, type, and size of equipment.
 - c. A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or station of the work proposed.
 - d. A statement of the work accomplished by force account for that day.
 - e. This summary will be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
 - f. The contract number and other identification as well as the name of the Contractor shall appear on the statement.
 - g. The Engineer-in-Charge will make any notations, remarks or comments on this form that may assist in final payments.
2. Within 5 calendar days after the end of each pay period, the Contractor shall deliver to the Engineer-in-Charge a FORCE ACCOUNT SUMMARY OF LABOR used on the work which shall include the name, hourly rate of pay, hours worked, fringe benefits, and/or other items as shown on the actual payroll.
3. On completion of the specific force account work, the Contractor shall within 10 calendar days, deliver to the Engineer-in-Charge a Force Account Summation wherein all materials, equipment, and labor charges are shown and totaled together with such other expenditures as are concerned with the force account item. This summation shall be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
4. In the event the contractor fails to deliver the required force account documentation to the EIC within the time period specified in subsection (C), of these General specifications, and as a result the Order-on-Contract for the force account work is not fully approved at the date of final acceptance, the number of calendar days of the time period between final acceptance and the issuance of this force account Order-on-Contract, attributable to the Contractor's late force account submissions will extend the required payment date by an equal period of time.
- (D) TIME RELATED DISPUTE COMPENSATION.
1. As limited by Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, the following elements of damage, and only the following elements, will be recoverable by the Contractor as "time related dispute damages" provided that they are actual and reasonable:
 - a. Documented additional or escalated job site labor expenses;
 - b. Documented additional or escalated costs for materials;

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- c. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section;
 - d. Documented costs of extended job-site overhead (field costs, including field supervision); job-site overhead would include job superintendent, office engineer and clerical staff, but would not include working foremen;
 - e. An additional 10 percent of the total of items a, b, c and d for home office overhead and 10% for profit thereon except for the differing site conditions or significant change in character of the work clauses (Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
 - f. Documented additional or escalated insurance and bond costs;
 - g. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in paragraphs 1(a) through 1(d) and the Contractor's main office overhead and profit shall be figured at 15% and 10% respectively, except for where the differing site conditions or significant change in character of the work clauses (Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
 - h. The phrase "additional expenses" shall include expenses above or below those normally incurred in the performance of the work, less any appropriate credit. The phrase "escalation expenses" shall include unanticipated higher or lower costs and expenses attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the Owner approved progress schedule.
2. Equipment, truck or plant rentals, other than small tools:
- a. Equipment used by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher cost than the equipment suitable for the work, payment will be made at the actual cost rate applicable to the suitable equipment unless otherwise provided for in this section. The Engineer shall determine the suitability of equipment.

For purposes of computing Contractor's self-owned equipment, truck or plant costs, the rate used shall be based on the rate listed in the Rental Rate Blue Book published by Dataquest, Inc., with the appropriate adjustments noted in this specification, Part (B) (2).

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- b. In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish a rate for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
 - c. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing not more than 50% of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
 - d. The rate for idle equipment and stand-by equipment, shall be based upon the rate of depreciation specified in the Contractor's books and records, or 50% of the rate set forth in the "Rental Rate Blue Book," published by Dataquest, Inc. with the appropriate adjustments noted in this specification, whichever is greater. In the event the equipment is fully depreciated, the Department will pay the actual ownership costs based upon Department audit of the Contractor's books and records.
 - e. The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
 - f. For purposes of rented equipment, the provisions of this specification, Part (B), New Item Charges, are controlling.
3. The parties agree that, in any dispute for time related damages, the Department will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
- a. Profit, in excess of that provided in this specification, Part (D) (1)(e) and (g);
 - b. Loss of anticipated or unanticipated profit;
 - c. Labor inefficiencies and loss of productivity;
 - d. Home office overhead in excess of that provided in this specification, Part (D) (1)(e) and (g);
 - e. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of

bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency;

- f. Indirect costs or expenses of any nature;
- g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Engineer.
- h. Attorneys fees, or claims preparation expenses.

4. **REMEDIES EXCLUSIVE:** With respect to time related dispute compensation provisions, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable under this specification, Part (D). In the event any legal action is instituted against the Department by the Contractor on account of any such dispute for additional compensation, whether on account of time related dispute, delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as compensable under this specification, Part (D). The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable under this specification, Part (D). Nothing in this Section is intended to create any liability of the Department not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in a court of law.

(E) **REQUIRED CONTENT OF DISPUTE SUBMISSION.** All disputes must be submitted in writing to the Engineer, and must be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information must be provided when such information is ascertainable by the Contractor:

1. **TIME RELATED DISPUTE SUBMISSIONS.**

- a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
- b. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are presumed to be adversely affected.
- c. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
- d. A copy of the notice of dispute required as per Dispute Resolution and Disputed Work Provisions, Part A(3) for the specific dispute by the Contractor.
- e. To the extent known, the name, function, and activity of each Department official, or employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
- f. The name, function, and activity of each Contractor or subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.

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- g. The identification of any pertinent documents, and the substance of any material oral communication relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
- l. The amount of additional compensation sought and a breakdown of that amount into the categories specified as payable under this specification, Part (D) above.
- j. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

2. FOR OTHER DISPUTES INCLUDING ACCELERATION DISPUTES.

- a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
- b. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
- c. A copy of the "notice of dispute" required for the specific dispute by the contract pursuant to Dispute Resolution and Disputed Work Provisions, Parts B or C.
- d. The name, function, and activity of each Department official or employee or agent involved in, or knowledgeable about facts that gave rise to such dispute.
- e. The name, function and activity of each Contractor or subcontractor official, employee or agent involved in or knowledgeable about facts that gave rise to such dispute.
- f. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
- g. The identification of any pertinent documents and the substance of any material oral communications relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time requested is based on the provisions of the contract or an alleged breach of contract.
- l. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction schedule.
- j. The amount of additional compensation sought and a breakdown of that amount shall conform to the requirements of this specification, Part (B) except for acceleration disputes which shall conform to the requirements and categories specified in Part (D) above.

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(F) REQUIRED CERTIFICATION OF DISPUTES. When submitting any dispute over \$50,000, the Contractor must certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supportive data is accurate and complete to the Contractor's best knowledge and belief;
2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;
3. If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by:
 - (1) Senior company official in charge at the Contractor's plant or location involved;or
 - (2) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(G) CONTRACTOR'S COST RECORDS. The Contractor shall maintain records of all required payrolls, and of the details that comprise its total cost pursuant to any and all records maintained pursuant to Dispute Resolution and Disputed Work Provisions and Extra Force Account Work, Dispute Compensation and Recordkeeping, and it shall, at any time within six years following the date of final payment of the project, make such records available, upon request therefor, to the Department for review and audit, if deemed necessary by the Department. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefor has already been made, the Contractor shall, upon demand in writing by the Department, refund to the Department the amount so disallowed.

**DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, SIGNIFICANT
CHANGES IN THE CHARACTER OF THE WORK PROVISIONS.**

The following provisions shall apply to this contract:

A.(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- (iv) The aforesaid differing site condition clause (Part A.(1)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (B), New Item Charges, 1 (Agreed Prices) or 2 (Force Account Charges) and (E), Required Content of Dispute Submission (2) and (F), Required Certification of Dispute. However, the equipment compensation provisions shall be governed and controlled by the provisions of Part (D) (2).

(2) Suspensions of Work ordered by the Engineer.

- (i) If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. The record keeping requirements of Section 10.02 must be complied with in connection with any requests for reimbursement.
- (ii) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the

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contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
 - (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.
 - (v) The aforesaid suspension of work clause (Part A.(2)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (D), Time Related Dispute Compensation, (E), Required Content of Dispute Submission and (F), Required Certification of Disputes.
- (3) Significant changes in the character of work.
- (i) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
 - (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work, cause such other work to become significantly different in character, an adjustment excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
 - (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
 - (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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- (C) The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.
 - (D) Certain items of work may be "fixed quantity" items. That is, payment will be restricted to the quantity stated in the Estimate of Quantities. If, during the progress of the work the stated quantity is determined to be in error, the terms of Dispute Resolution and Disputed Work Provisions, Part (3)(iv)(B) shall apply with the following alterations:
 - 1. The major item of work requirement shall not apply.
 - 2. Significant change shall be defined as an actual quantity in excess of 125 percent of the stated quantity, or less than 75 percent of the stated quantity.
 - (v) The aforesaid significant change in character of work clause (Part (A)(3)) shall be governed by the notice, recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s) shall be made for time related costs, if any, pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Parts (D) and (E) and (F) and for increased costs, if any, pursuant to Part (B), New Item Charges, 1 (Agreed Price) or 2 (Force Account Charges) and (E)2, Required Content of Dispute Submission and (F), Required Certification of Dispute, but, the equipment compensation shall be governed and controlled by the provisions of Part (D)2.
 - (vi) With respect to the aforesaid significant changes in the character of work clause (this specification, Part (A)(3)), the contractor or the Department, as the case may be, must make written notification to the other party of the existence of the 'significant change'. This notice shall be given in a timely manner with respect to the date that either party had, or should have had, knowledge of an event, matter, occurrence of work order which results in a significant change in the work. If the affected work is in progress, notice shall be given within 3 days of knowledge of the change. If the affected work is not in progress, notice shall be given within 10 days of knowledge of the change. The timely issuance of a notice of 'significant change' shall be a necessary requirement for consideration of contract alterations as provided in this section.
- (4) Definitions.
- (a) "Commissioner" and "Engineer" are defined in Article 2 of the Agreement.
 - (b) See Paragraph 1 (i) above – Subsurface or latent physical conditions "differing materially" from those "originally encountered" and "generally recognized" are defined as conditions at the site materially differing from any shown on the contract plans or indicated in the specifications, or such 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.
 - (c) See paragraph 1 (ii) above – "written notification" is defined as written notice sent by the Contractor by Registered Mail addressed to the Commissioner, Department of Design and Construction, City of New York, 30-30 Thomson Avenue, Long Island City, NY 11101.

(d) See paragraph 2 (i) above –

1. "Unreasonably period of time" is defined as a period of time not anticipated in the Contract Documents and beyond the control of the Contractor.
2. "Not originally anticipated" is defined as it relates to delay in completing the work caused solely by the acts or omissions of The City, its officers, agents or employees; or the acts or omissions of other contractors on this project; or supervening conditions entirely beyond the control of either the Contractor or the City (such as but not limited to: Acts of God, 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).

(e) See paragraphs 3 (ii) and 3 (iii) above – "significantly change the character of the work" is defined as it relates to alterations or changes in quantities in a manner which materially affected the substances of the contract, or increase the price to be paid by more than ten percent (10%) of the price bid on a lump sum contract; ten percent (10%) of the total bid cost, determined by summing the products of each of the Engineer's estimated quantities and their respective unit bid price on a unit price contract; and determined by multiplying the Engineer's Estimate of Total cost by the Contractor's bid percentage on a Percentage-Bid Contract.

(f) See paragraph 3 (iv) (B) above – "major item of work" is defined as any scheduled item for which the original bid with the bidding quantities exceed 2% of the total contract bid price.

B. If the Department determines that as a result of the aforesaid differing site condition, suspension of work clauses and significant change in the character of work clauses, that an adjustment in the contract price is warranted, the Department shall first attempt to arrive at an agreed price with the contract. If unsuccessful, the Department may make such adjustments to the contract as is determined to be fair and equitable utilizing Owner estimates. Commencing with the issuance of notice, and through the date of agreement between the Department and the contractor, all work subject to these provisions shall be treated as Disputed Work, with daily recordkeeping in accordance with the provisions of Dispute Resolution and Disputed Work Provisions.

C. If any of the notice or other provisions of this specification, Part A are in conflict with any other of the provisions of the Standard Specifications, then the provisions of this specification, Part (A) shall prevail and take precedence and be of force over and against any said conflicting provision of said contract.

D. Solely for purposes of the aforesaid specification, Parts A(1),(2) and (3), and solely for purposes of disputes as to records pursuant to Dispute Resolution and Disputed Work Provisions, Part (A)(4), the Engineer shall be the Engineer-in-Charge.

**CONTRACTOR INITIATED VALUE ENGINEERING CHANGE PROPOSAL
(CIVEC)**

A. Purpose and Scope

The term "proposal" as used in this Subsection is construed to mean a Contractor Initiated Value Engineering Change (CIVEC) Proposal submitted by the Contractor for changing the Plans, Specifications, or other requirements of the Contract. The Value Engineering Change Proposal shall conform with the following:

It is the intent of this provision to share with the Contractor any cost savings which may be generated on this Contract as the result of CIVEC proposals offered by the Contractor and approved by the Department. The purpose is to encourage the use of the Contractor's ingenuity and experience in arriving at a lower cost alternative with any time-saving construction methods other than those reflected in the Contract Documents, by the sharing of savings resulting therefrom. The proposals contemplated are those that could produce a savings to the Department, without, in the sole judgment of the Deputy Chief Engineer, impairing the essential functions and characteristics of the Project or a portion of the Work involved. They include, but are not limited to: safety, service, life, stage construction, economy of operation, ease of maintenance and desired appearance.

B. Submittal of CIVEC Proposal

The Contractor may submit a CIVEC only after Award of the Contract. The CIVEC may be accepted within 30 (thirty) days after Award of Contract and should be approved by the New York State Department of Transportation.

B-1. Submittal of Initial CIVEC Proposal

An initial proposal is required for all CIVEC proposals and shall outline the general technical concepts associated with the proposal and the estimated savings which will result. The initial proposal will be reviewed by the Department and, if found to be conceptually acceptable, approval to submit a Final Proposal will be granted by the Department. A finding of "conceptual acceptability" of the initial proposal however, in no way obligates the Department to approve the final proposal. Further, the Contractor shall have no claim against the City as a result of the rejection of any such initial or final proposal.

B-2. Submittal of Final CIVEC Proposal

At a minimum, the following materials and information shall be submitted with each CIVEC proposal, plus any additional information requested by the Department.

- a) A statement that the CIVEC is submitted as the "Final Value Engineering Change Proposal," as per Department approval of the Initial CIVEC Proposal.
- b) A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages of each, including considerations of service life, economy of operation, ease of maintenance, desired appearance and safety.
- c) Complete plans and specifications showing the proposed revisions relative to the original contract features and requirements.
- d) A complete cost analysis indicating the Final Estimate costs and quantities to be replaced by the CIVEC proposal, the new costs and quantities generated by the CIVEC proposal, and the cost effects of the proposed changes on operational, maintenance and other considerations.
- e) Pursuant to Article 25 of the Agreement, Value Engineering Change Proposals are considered Change Orders, therefore, a statement of the time, by which adopting of the proposal must be executed so as to obtain the maximum benefit during the remainder of the Contract, is required. The date must be selected to allow the Department ample time for review and processing of the Change Order, but without affecting the Contractor's schedule. Should the Department find that insufficient time is available for review and processing, it may reject the CIVEC proposal solely on such basis. If the Department fails to respond by the date specified, the Contractor shall consider the CIVEC proposal rejected unless otherwise notified in writing by the Department; and shall in any event have no claims against the City as a result thereof.
- f) A statement as to the effect the CIVEC proposal will have on the time for completion of the contract.
- g) A description of any previous use or testing of the CIVEC proposal on another Department project, indicate the date, contract number and the action taken by the Department.

C. Conditions

CIVEC proposals will not be considered in determining the lowest responsible bidder. CIVEC proposals will only be considered after award, and only when all of the following conditions are met:

1. The Contractor is cautioned not to base any bid prices on the anticipated approval of the CIVEC proposal and to recognize that such proposal may be rejected and that the Contractor will thus, be required to complete the Contract in accordance with the plans and specifications bid.
2. All CIVEC proposals, whether or not approved by the Department for use in this contract, apply only to the on-going Contract or Contracts referenced in the CIVEC proposal and become the property of the Department without restriction as may otherwise be imposed by the Contractor, on their use and disclosure. The Department shall have the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the proposal. The Department retains the right to utilize any accepted CIVEC proposal or part thereof, on any subsequent project without any obligation to the Contractor submitting the same.
3. If the Department already has under consideration certain revisions to the Contract or has approved certain changes in specifications or standards for general use which are then subsequently incorporated in a CIVEC proposal submitted by the Contractor, the Department shall reject the Contractor's proposal and proceed with such revisions if it so desires without any obligation to the Contractor.
4. The Contractor shall have no claim against the City for any costs or delays incidental to the Department's rejection or approval of a CIVEC proposal, including but not limited to development costs, anticipated profits, or increased material and labor costs resulting from delays in the review of such CIVEC proposal.
5. The Department shall be the sole judge as to whether a CIVEC proposal qualifies for consideration and evaluation. It may reject, at will, any CIVEC proposal that requires excessive time or costs for review, evaluation and/or investigations, or which is not consistent with the Department's design policies and basic design criteria for the project; as well as, for any other reason the Department deems appropriate, without explanation.

6. The Engineer may reject all or any portion of the work performed pursuant to an approved CIVEC proposal if it is believed that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected work and require the Contractor to proceed in accordance with the original Contract requirements without reimbursement for any work performed under the CIVEC proposal, or for its removal. Where modifications to the CIVEC are approved in order to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were constructed in accordance with the original Contract requirements. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for any other costs.
7. The CIVEC proposal shall not be experimental in nature but shall have been proven to the Department's satisfaction under similar or acceptable conditions on another Department project or at another location acceptable to the Department.
8. CIVEC Proposals shall be considered only if equivalent options are not already provided in the Contract documents.
9. The savings generated by the CIVEC proposal must be of sufficient significance, in the sole judgment of the Department, to warrant review and processing.
10. A CIVEC proposal changing the types and or thickness of the pavement structure will not be considered.
11. If additional information is deemed necessary by the Engineer to evaluate the CIVEC proposal, this information must be provided in a timely manner to allow sufficient time for review. Failure to do so will result in rejection of the CIVEC proposal. Such additional information should include but not be limited to design changes, field investigation and survey results, design computations, and field change sheets.
12. No changes to the work shall be considered as CIVEC eligible, if they are the result of design errors or omissions which would have needed correction notwithstanding any CIVEC provision in the specification; even if the need for such correction is first brought to the Engineer's attention by the Contractor.

D. Payment

If the CIVEC proposal is accepted by the Department, the changes and payments will be made in accordance with the applicable sections of the Procurement Policy Board (PPB) Rules and this contract. Reimbursement to the Contractor shall be made as follows:

1. The changes will be incorporated into the original Contract proposal as submitted by the Contractor via changes in the quantity of unit bid items, changes in the amounts of lump sum items and new agreed priced items, as appropriate.
2. The cost of the revised work as determined from the aforementioned changes in quantities, or new items will be paid directly. In addition to such payment, the Department will pay to the Contractor, via a separate item, 50 percent of the savings to the Department as reflected by the difference between the above payment and the cost of the related construction required by the original Contract plans and specifications computed at Contract bid prices.
3. The Contractor's costs for development, design and implementation of the CIVEC proposal are not eligible for reimbursement.
4. **The Contractor may submit CIVEC proposals on behalf of an approved subcontract, provided that reimbursement is made by the Department to the Contractor and that the terms of the pass through to the subcontractor are satisfactorily negotiated and accepted by the Contractor and Subcontractor before the CIVEC proposal is submitted to the Department. Subcontractors may not otherwise submit a CIVEC proposal, except through the prime Contractor.**

NO TEXT

ITEMIZED PROPOSAL

To the State Department of Transportation:

In submitting this bid the undersigned declares to be the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State, or any person in the employ of the State is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices as compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the State adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Commissioner or the Commissioner's duly authorized representative. In case the undersigned voluntarily undertakes to start work, other than that expressly prohibited in this Subsection, after the contract agreement is signed by the Commissioner but prior to approval by the State Comptroller, the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the State unless and until the awarded contract becomes effective pursuant to Section 112 of the State Finance Law by approval of the State Comptroller and filing in the Office of the State Comptroller; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the State harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Comptroller.

UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE

Persons with knowledge of bid collusion (i.e. contractors, suppliers, workpersons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the **U.S. D.O.T. HOTLINE**. The **HOTLINE** number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This **HOTLINE** is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide **HOTLINE** or by writing to the Office of the Inspector General. The Toll Free Statewide **HOTLINE** telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capital, Executive Chamber, Albany, New York 12224.

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PROMPT PAYMENTS BY THE CONTRACTOR. In accordance with Section 139-f(2) of the State Finance Law, the Contractor shall pay each Subcontractor and materialman for the value of work performed pursuant to contract no later than seven (7) calendar days from the receipt of each payment the Contractor receives from NYC Department of Design and Construction (NYCDDC). Payment by the Contractor to Subcontractors or materialmen shall reflect the quantities or percentage of work completed by the Subcontractor or materials furnished by the materialmen, and paid by NYCDDC; and such payment shall be based upon the actual conditions of the subcontract or purchase order. The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.

The Contractor shall maintain an accounting system acceptable to the NYCDDC to track payments made by the City to the Contractor and payments made by the Contractor to each Subcontractor, Manufacturer, Fabricator or Material Supplier by item and by date.

CIVIL RIGHTS MONITORING AND REPORTING.

SEE SECTION 105-21 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

The Contractor shall use the current version of NYS Department of Transportation approved Construction Civil Rights Reporting Software (EBO) which is available at the following website:

<https://ebo.dot.ny.gov>

The software is free. Prime contractors, vendors (subcontractors, suppliers, etc.), and agency compliance staff will have access to the software. The prime contractor shall be required to print reports from EBO for submission to the Resident Engineer each month, not later than the 15th of the following month. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

(NO TEXT ON THIS PAGE)

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWM215

**RECONSTRUCTION OF WEST 215TH STEP STREET BETWEEN BROADWAY AND PARK TERRACE
EAST**

INCLUDING STREET LIGHTING WORK

Together With All Work incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 3

DATED: July 13, 2012

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

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

- A. NOTICE TO BIDDERS**
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS**
- C. AMENDMENTS TO THE STANDARD 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, 3rd 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 notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

- (8) 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 1.06.20 - 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) 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.

- (3) **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. HWM215.

- (4) **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.

- (5) **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.

- (6) **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.

- (7) **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.

(8) 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.

(9) **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).

(10) **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.

(11) **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.

(12) **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":

(13) **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":

(14) **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 ±2% calcium nitrite solids by weight and having a specific gravity of 1.27 ±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".

(15) 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.

(16) 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.

(17) 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)**.

(18) 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. HWM215.

(19) 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 Standard Water Main Specifications (August 1, 2009), Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15:**

Add the following to **Subsection 1.06.29:**

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 1.06.29 - Contractor To Provide For Traffic** of this addendum.

(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 - 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.

(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 payment will be made to the Contractor for furnishing, delivering, installing and removing temporary caps for water mains as ordered by the Engineer. Payment shall be deemed included in the 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 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 Standard Water Main Specifications (August 1, 2009), Section 5.32 - Final Restoration Of Pavements, Page V-99:

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

See amended Standard Sewer Specifications (August 1, 2009) Subsection 5.32.4 - Specific Pavement Restoration Provisions of this addendum.

(19) **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 eighteen (18) pages.

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

PROJECT ID. HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO.4

DATED: July 5, 2012

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 A4-3 through A4-13)
 - B. Schedule U-1 (Page A4-14)
 - C. Schedules U-2 (Pages A4-15 through A4-17)
 - D. Section U-3 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, and Page (A4-18) in this Addendum)
 - E. Utility drawing (Sheet Nos.1 of 5 through 5 of 5) 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 A4-13, 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 7th day after receipt of the arbitrator's decision, or on the 30th 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

HWM-215

Reconstruction of W. 215th Street Step Street

Listing of Companies for this Contract

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
Consolidated Edison	Donald Soldiviero	(212) 460-4834

**SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON**

HWM-215

W. 215th Street between Broadway & Park Terrace

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	2
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	C.Y.	37
CET 330E-A.1	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .1)	L.F.	250
CET 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	37
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	37
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	50
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	16
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	500
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.	35
CET 601.3	INSTALL CONDUIT IN PAVED AREA (4 EA. 4" CONDUIT - ALL TYPES)	L.F.	250
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	C.Y.	9
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	L.F.	15

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

HWM-215

W. 215th Street between Broadway & Park Terrace

- CET 101.1 UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) EA
At the following locations:
W. 215th Street & Broadway
W. 215th Street Between Broadway & Park Terrace
Total quantity for CET 101.1 = 2
- CET 300 SPECIAL CARE EXCAVATION AND BACKFILING C.Y.
At the following locations:
W. 215th Street Between Broadway & Park Terrace
Total quantity for CET 300 = 37
- CET 330E-A.1 SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .1) L.F.
At the following locations:
W. 215th Street Between Broadway & Park Terrace
Total quantity for CET 330E-A.1 = 250
- CET 400 TEST PITS FOR UTILITY FACILITIES C.Y.
At the following locations:
W. 215th Street & Broadway
Total quantity for CET 400 = 37
- CET 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES C.Y.
At the following locations:
W. 215th Street Between Broadway & Park Terrace
AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE
Total quantity for CET 401 = 37
- CET 402.2 EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT L.F.
At the following locations:
W. 215th Street Between Broadway & Park Terrace
AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE
Total quantity for CET 402.2 = 50

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWM-215
W. 215th Street between Broadway & Park Terrace**

CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 2)	CRHRS
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace	
	Total quantity for CET 450.2 = 16	
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 500 = 500	
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 601.1 = 35	
CET 601.3	INSTALL CONDUIT IN PAVED AREA (4 EA. 4" CONDUIT - ALL TYPES)	L.F.
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 601.3 = 250	
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	C.Y.
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 636 RM = 9	
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	L.F.
	<i>At the following locations:</i>	
	W. 215th Street Between Broadway & Park Terrace AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 802B = 15	

SECTION U-3

(NO TEXT IN THIS SECTION)

END OF ADDENDUM No.4

This Addendum consists of Nineteen (19) Pages
And Five (5) Pages of Contract Drawings

(NO TEXT ON THIS PAGE)

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 5

DATED: February 26, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents; Volume 1 of 3; BID SCHEDULE, pages B-12, Item No. 6.52;
Insert the following new foot note, under Col. 3, below the description of Item No. 6.52:

"Unit price bid shall not be less than: \$75.00".

2. Refer to the Bid and Contract Documents; Volume 1 of 3; BID SCHEDULE, pages B-22, Item No. SL-22.15.04;
Change the ITEM NUMBER, under Col. 1, from "SL-22.15.04" to "SL-22.15.03". The Engineer Estimate of Quantity and Classifications shall remain unchanged.
3. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 1, page A1-2C;
Add the following new Article to page A1-2C:

- "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."

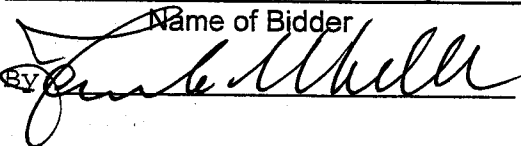


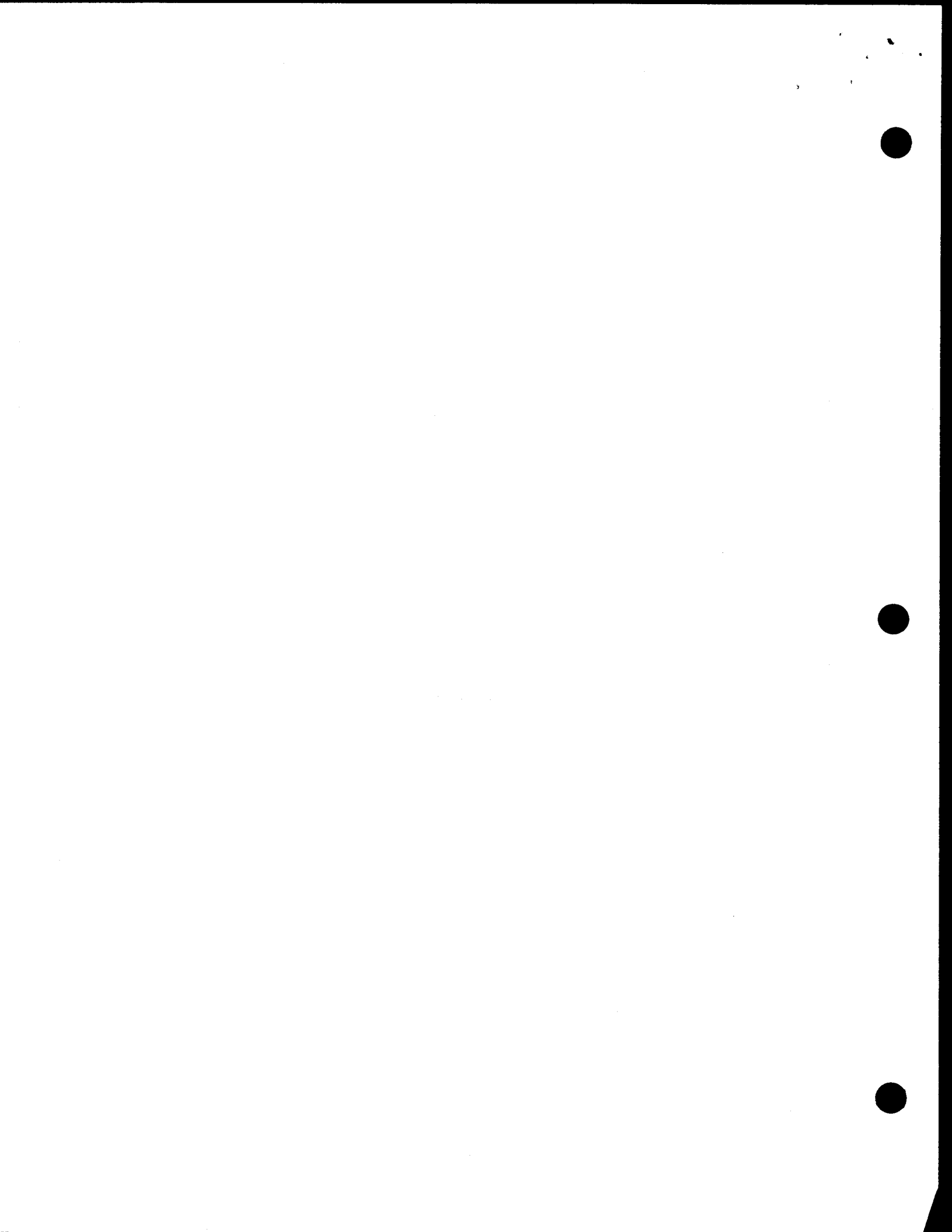
4. Refer to the Contract Drawings, SHEET 57 of 70, SHEET 59 of 70 and SHEET 61 of 70;
Change Item "SL-22.15.04" to "SL-22.15.03" wherever it is shown.
5. Refer to the Contract Drawings;
Add the following six (6) attached Drawings:
- B-101 RECORD OF CORINGS AND TEST PITS;
 - B-102 RECORD OF CORINGS AND TEST PITS;
 - B-103 RECORD OF CORINGS AND TEST PITS;
 - B-104 RECORD OF BORINGS;
 - B-101 RECORD OF BORINGS [01-11-2010]; and,
 - B-101 RECORD OF BORINGS [01-19-2010].

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages and six (6) sheets of drawings

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID


MOHSEN ZARGAREHLAHI, P.E.
Assistant Commissioner

ACDC SKILLMAN CONCRETE Co., Inc.
Name of Bidder
BY 



ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: March 4, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS


1. Refer to the Contract Drawings, Drawing A-165.00 (Sheet 56 of 70), Details 2 and 3;
Change the words "2" THK. SHREDDED BARK MULCH COVERING TREE PIT" in Details 2 and 3 to read "APPLY 3" TO 4" OF UNIFORM DEPTH OF SHREDDED BARK MULCH OVER THE TREE PIT" in accordance with the requirements stated in Addendum No. 1, Section PK-35 as to the thickness of applied mulch.
2. Refer to the Contract Drawings, Drawing A-131.00 (Sheet 46 of 70), Detail 2;
Change the words "INSERT LETTERING NO SEPARATE PAYMENT" located above the bench seat to read "INSERT LETTERING ITEM 6.86 CIP."
3. Refer to the Contract Drawings, Drawing A-142.00 (Sheet 49 of 70), Detail 1;
Delete the words "ITEM 6.31 PBN" located under the Detail 1 title.
4. Refer to the Contract Drawings, Drawing A-142.00 (Sheet 49 of 70), Details 2, 4 and 5;
Change the words "ITEM 6.31 PBN" to read "ITEM 6.86 CIP" located under Details 2, 4 and 5 titles.



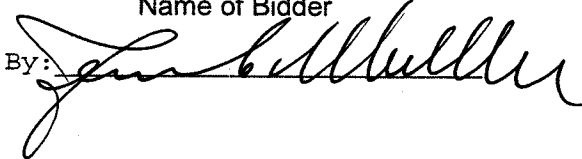
5. Refer to the Contract Drawings, Drawing A-143.00 (Sheet 50 of 70), Detail 5;
Add the following new Note No. 2:
- "2. AT THE VERTICAL STAIR RISER FACES, THE DISTANCE BETWEEN THE LETTER AND THE MOUNTING BAR SHALL BE APPROXIMATELY 1-3/4" (TO ACCOUNT FOR THE 2" OF CONCRETE COVER OVER THE REBAR THAT THE MOUNTING BAR IS ATTACHED TO). HOWEVER CONTRACTOR MAY SUBMIT PROPOSED ALTERNATIVE MOUNTING METHODS FOR REVIEW AND APPROVAL IN DETAILED SHOP DRAWING SUBMITTALS (MOUNTING DETAILS MUST ALLOW INDIVIDUAL LETTERS TO BE ADJUSTED TO MAINTAIN LEVEL SURFACE FLUSH TO ADJACENT CONCRETE FACE, AS INDICATED IN SPECIFICATIONS)."
6. Refer to the Contract Drawings, Drawing A-144.00 (Sheet 51 of 70), Detail 4;
Add the following new Note No.2:
- "2. AT THE HORIZONTAL QUOTE PANELS, THE DISTANCE BETWEEN THE LETTER AND THE MOUNTING BAR SHALL BE APPROXIMATELY EQUAL TO THE DEPTH OF THE CONCRETE SLAB (AS THE MOUNTING BAR SITS ON THE COMPACTED SUBGRADE BELOW). HOWEVER CONTRACTOR MAY SUBMIT PROPOSED ALTERNATIVE MOUNTING METHODS FOR REVIEW AND APPROVAL IN DETAILED SHOP DRAWING SUBMITTALS (MOUNTING DETAILS MUST ALLOW INDIVIDUAL LETTERS TO BE ADJUSTED TO MAINTAIN LEVEL SURFACE FLUSH TO ADJACENT CONCRETE FACE, AS INDICATED IN SPECIFICATIONS)."
7. For additional information see the attached page of "Question Submitted by a Bidder and DDC' s Response".

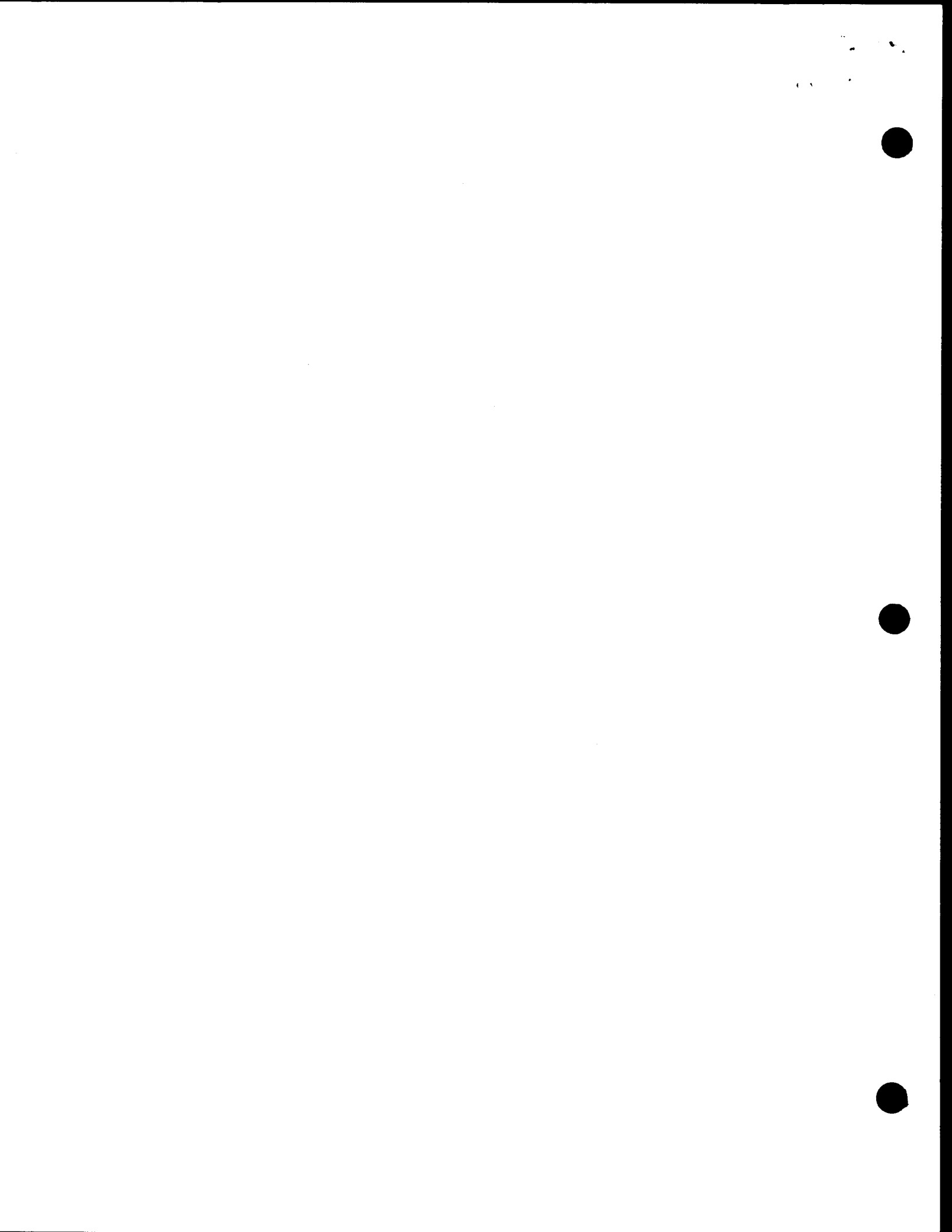
By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages plus one (1) page of attachment.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

ACME SKILLMAN CONCRETE Co., Inc.
Name of Bidder

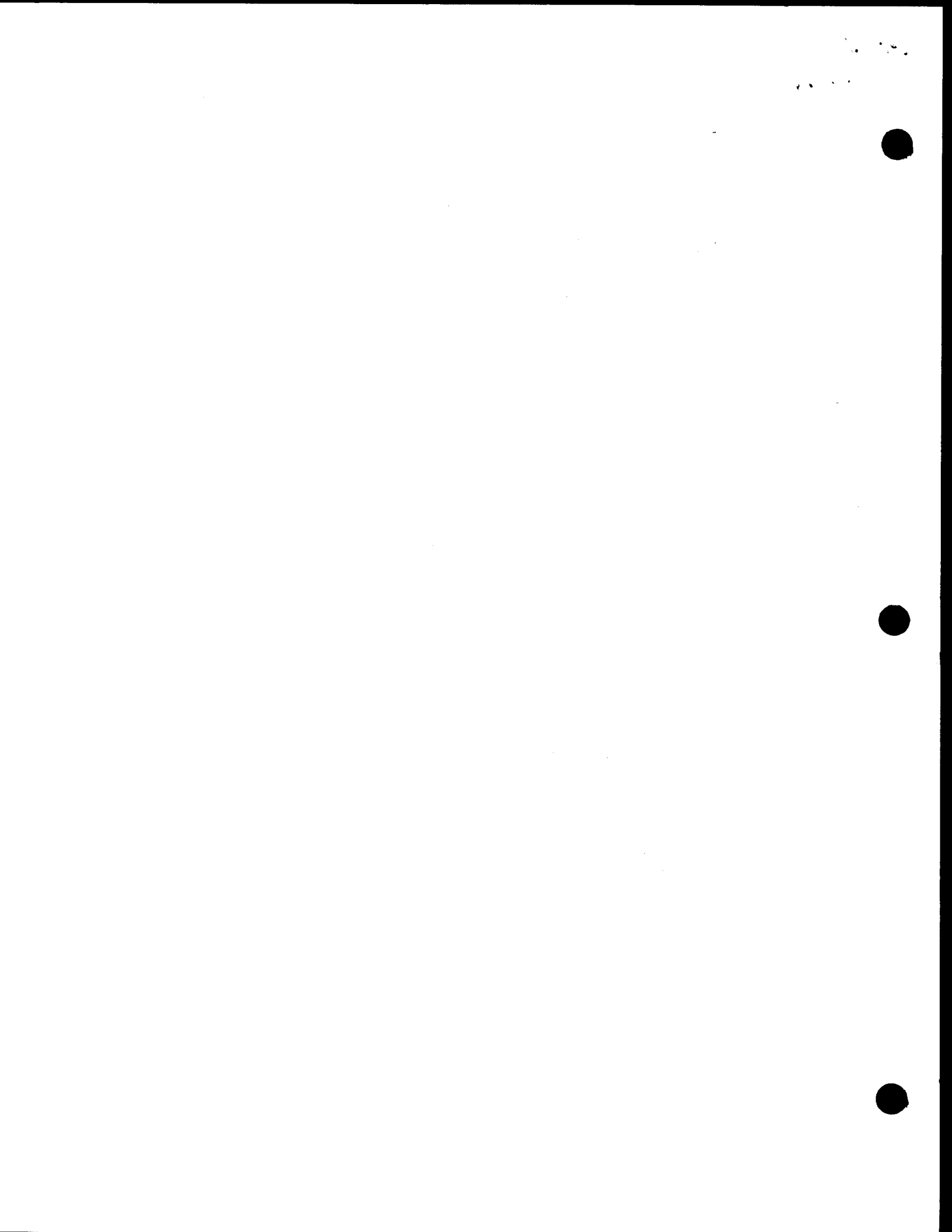
By: 



Question Submitted by a Bidder and DDC's Response

Question 1: As per bid item 7.16 D we are to excavate test pits. General specification 7.16 D states that the price for test pits shall include sheeting for the test pits. Note 19.02 on sheet 5 states that in regards to test pit investigations "temporary sheeting shall be installed as required in accordance with specification section 8.66." Please confirm that any sheeting required for the test pits on this project will be paid for under item 8.66 – temporary sheeting.

Answer: Temporary sheeting that is installed conducting Test Pits as directed by the Engineer will be paid for under Item 8.66. All other requirements for Test Pits shall be as specified in Specification Section 7.16D.







NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWM215

RECONSTRUCTION OF
WEST 215TH STEP STREET
BETWEEN BROADWAY AND PARK TERRACE EAST

INCLUDING STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor.

Dated _____, 20____
