



**Department of
Design and
Construction**

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWP14QTA

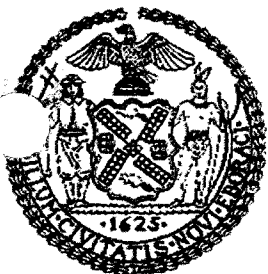
**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY SI ENGINEERING, P.C.

JUNE 29, 2015



16-001



March 02, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUEST

P & T II CONTRACTING CORP.
2417 JERICO TURNPIKE STE 315
GARDEN CITY PARK, NY 11040

RE: FMS ID: HWP14QTA
E-PIN: 85015B0189001
DDC PIN: 8502015HW0042C
Complex Pedestrian Ramps Adjacent to
Transit Authority and Landmark Property
Incl/ Curbs, Sidewalk, Sewer, Water Mains
& Street Lighting- Borough of Queens
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$3,829,900.05 submitted at the bid opening on November 06, 2015. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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



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

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

Sincerely,

A handwritten signature in blue ink, which appears to read "Lorraine Holley", is positioned above the printed name. The signature is fluid and cursive.

Lorraine Holley

Bid Tab

Description	COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCL/ CURBS, SIDEWALK, SEWER, WATER MAINS & STREET LIGHTING- BOROUGH OF QUEENS		
Bid Date	11/6/2015	FMS ID	HWP14QTA
Estimated Cost	\$2,379,052.00	Client Agency	DOT
Bid Security	Not less than 2% of Total Bid Price	PLA	No
Time Allowed	365 CCD	Contract Manager	Yamina Youb
Addendum	3	Project Manager	Geyman, Alla
PIN	8502015HW0042C	E-PIN	85015B0189
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	SI Engineering, PC

Bid Rank	Vendor	Bid Amount	Security Type
1	P & T II CONTRACTING CORP.	\$3,829,900.05	Bond
2	C.A.C. INDUSTRIES, INC.	\$3,943,943.55	Bond
3	RESTANI CONSTRUCTION CORP.	\$3,999,000.00	Bond
4	J. ANTHONY ENTERPRISES, INC.	\$4,770,540.00	Bond
5	AKELA CONTRACTING LLC	\$4,988,206.00	Bond

Recorder: Brenda Barreiro ext. 1041

Approver: 

Bid Tab
Pin: 8502015HW0042C

Page 1 of 1



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 item numbers 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 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (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 - 30

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
001	4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	889.00	S.Y.	35	-	31,115
002	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	100.00	S.Y.	50	-	5,000
003	4.02 CB ASPHALTIC CONCRETE MIXTURE	300.00	TONS	250	-	75,000
004	4.04 BP CONCRETE BASE FOR PAVERS, 4" AND 7" THICK, CLASS B-32	10.00	C.Y.	300	-	3,000
005	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	75.00	C.Y.	450	-	33,750
006	4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED)	15.00	C.Y.	600	-	9,000

9/29/2015 12:00 AM

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

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				DOLLARS	CTS	DOLLARS	CTS
007	4.08 AA-P CONCRETE CURB (18" DEEP)	160.00	L.F.	100	-	16,000	-
008	4.09 AD-P STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,300.00	L.F.	150	-	195,000	-
009	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	32.00	L.F.	150	-	4,800	-
010	4.09 CM-P CORNER STEEL FACED CONCRETE CURB	1,350.00	L.F.	350	-	472,500	-
011	4.11 AA ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	38.00	C.Y.	2000	-	76,000	-
012	4.11 CA FILL, PLACE MEASUREMENT	101.00	C.Y.	25	-	2,525	-

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
013	4.13 AA-P 4" CONCRETE SIDEWALK (UNPIGMENTED)	14,000.00	S.F.	18	-	252,000	-
014	4.13 BAC-P 7" CONCRETE SIDEWALK (AT CORNER QUADRANTS (UNPIGMENTED)	10,000.00	S.F.	21	-	210,000	-
015	4.13 BA-P 7" CONCRETE SIDEWALK (UNPIGMENTED)	480.00	S.F.	21	-	10,080	-
016	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	960.00	S.F.	25	-	24,000	-
017	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	1.00	EACH	1000	-	1000	-
018	4.21 TREE CONSULTANT	30.00	P/HR	125	-	3750	-

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				DOLLARS	CTS		
019	4.22 A PROTECTIVE TREE BARRIER, TYPE A	5.00	EACH	1500	-	7500	-
020	51.21S0A1000V STANDARD MANHOLE TYPE A-1	11.00	EACH	25000	-	275,000	-
021	51.41S001 STANDARD CATCH BASIN, TYPE 1	31.00	EACH	15000	-	465,000	-
022	51.42S1S0 INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	11.00	EACH	3000	-	33000	-
023	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	730.00	L.F.				
024	55.11AB ABANDONING BASINS AND INLETS	20.00	EACH	280	-	204,400	-
				1500	-	30,000	-

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COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
025	6.02 AAN UNCLASSIFIED EXCAVATION	152.00	C.Y.	200	-	30,400	-
026	6.22 F ADDITIONAL HARDWARE	5,000.00	LBS.	5	-	25,000	-
027	6.23 AB REMOVE EXISTING FIRE ALARM POST	3.00	EACH	1500	-	4,500	-
028	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	3.00	EACH	2500	-	7,500	-
029	6.23 BD FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	80.00	L.F.	10	-	800	-
030	6.23 BFA FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH	5000	-	10,000	-

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				DOLLARS	CTS	DOLLARS	CTS
031	6.23 BFB FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	1.00	EACH	2500	-	2500	-
032	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	42.00	L.F.	150	-	6,300	-
033	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	3.00	EACH	500	-	1500	-
034	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	3.00	SETS	1500	-	4500	-
035	6.23 DC FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE	161.00	L.F.				
036	6.25 RS TEMPORARY SIGNS	140.00	S.F.	25	-	4025	-
				0	01	1	40

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COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
037	6.26 TIMBER CURB	650.00	L.F.	0	01	6	50
038	6.28 AA LIGHTED TIMBER BARRICADES	975.00	L.F.	0	01	9	75
039	6.40 B ENGINEER'S FIELD OFFICE (TYPE B)	18.00	MONTH	7500	-	135,000	-
040	6.43 PHOTOGRAPHS	300.00	SETS	30	-	9,000	-
041	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	83,000.00	L.F.	2	50	207,500	-
042	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	83,000.00	L.F.	0	01	830	-

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				DOLLARS	CTS	DOLLARS	CTS
043	6.50 CLEANING OF DRAINAGE STRUCTURES	45.00	EACH	1000	-	45,000	-
044	6.51 BD-P PAVEMENT KEY AT PEDESTRIAN RAMP	125.00	C.Y.	0	25		25
045	6.52 CG CROSSING GUARD	1,400.00	P/HR	50	-	70,000	-
046	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	61,000.00	L.F.	1	-	61,000	-
047	6.55 SAWCUTTING EXISTING PAVEMENT	115.00	L.F.	5	-	575	-
048	6.66 AA FURNISH BRICK PAVERS (4" X 8" X 2-1/4")	300.00	S.F.	40	-	12,000	-

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				DOLLARS	CTS	DOLLARS	CTS
049	6.66 AB INSTALL BRICK PAVERS (4" X 8" X 2-1/4")	300.00	S.F.	40	-	12,000	-
050	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	75.00	C.Y.	50	-	3750	-
051	6.68 PLASTIC FILTER FABRIC	100.00	S.Y.	10	-	1000	-
052	6.73 A REMOVING EXISTING PARKING METER POSTS	1.00	EACH	150	-	150	-
053	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	40.00	S.F.	40	-	1600	-
054	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	12.00	L.F.	15	-	180	-

9/29/2015 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
055	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	12.00	L.F.	10	-	120	-
056	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	24.00	S.F.	50	-	1200	-
057	6.83 BA INSTALLING TRAFFIC SIGNS	24.00	S.F.	10	-	240	-
058	6.83 BB INSTALLING TRAFFIC SIGN POSTS	12.00	L.F.	10	-	120	-
059	6.86 AA FURNISHING NEW STREET NAME SIGNS	33.00	S.F.	40	-	1320	-
060	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	56.00	L.F.	10	-	560	-

11/4/15

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
061	6.86 BA INSTALLING STREET NAME SIGNS	33.00	S.F.	10	-	330	-
062	6.86 BB INSTALLING STREET NAME SIGN POSTS	56.00	L.F.	10	-	560	-
063	6.87 PLASTIC BARRELS	1,240.00	EACH	35	-	43,400	-
064	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	200.00	L.F.	5	-	1000	-
065	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	0	01	0	01
066	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	20.00	L.F.	250	-	5000	-

9/29/2015 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
067	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	10.00	L.F.	100	-	1000	-
068	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	15.00	L.F.	150	-	2250	-
069	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	L.F.	500	-	12,500	-
070	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24- -INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	1.00	TONS	15000	-	15,000	-
071	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1500	-	1500	-

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COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
072	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1000	-	1000	-
073	62.11SD FURNISHING AND DELIVERING HYDRANTS	1.00	EACH	3000	-	3,000	-
074	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1500	-	1500	-
075	62.13RH REMOVING HYDRANTS	1.00	EACH	250	-	250	-
076	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	2.00	EACH	200	-	400	-
077	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	1.00	TONS	1500	-	1500	-

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				DOLLARS	CTS	DOLLARS	CTS
078	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	10.00	EACH	300	-	3,000	-
079	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	10.00	EACH	180	-	1,800	-
080	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	10.00	L.F.	75	-	750	-
081	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	10.00	L.F.	40	-	400	-
082	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	50.00	LBS.	1	-	50	-
083	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	40.00	L.F.	0	50	20	-

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				DOLLARS	CTS	
084	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	120.00	S.F.	0	10	12 -
085	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	50.00	C.Y.	50	-	2500 -
086	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 7,500.00	12.00	MONTH	7500	-	90,000 -
087	7.36 PEDESTRIAN STEEL BARRICADES	3,500.00	L.F.	10	-	35,000 -
088	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 500.00	1.00	L.S.	6000	-	6,000 -
089	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	320.00	EACH	60	-	19,200 -

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090	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.50	320.00	EACH	9.50	3040	-
091	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	300.00	BLOCK	65	19500	-
092	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	50.00	C.Y.	75	3750	-
093	70.61RE ROCK EXCAVATION	50.00	C.Y.	1000	50,000	-
094	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	10.00	C.Y.	15	150	-
095	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	320.00	C.Y.	15	4800	-

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
096	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	10.00	C.Y.	15	-	150	-
097	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	4,722.00	S.F.	10	-	47,220	-
098	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	575.00	L.F.	25	-	14,375	-
099	8.08 VMS VARIABLE MESSAGE SIGN	2.00	EACH	25000	-	50,000	-
100	9.00 C EXPLORATORY TEST PITS	29.00	C.F.	0	01	0	29

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
101	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	1.00	F.S.	50,000	00	50,000	00
102	9.99 M FLASHING ARROW BOARD	3.00	MONTH	2500	-	7,500	-
103	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	8.00	EACH	600	-	4,800	-
104	SL-20.08.01 REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	8.00	EACH	125	-	1,000	-
105	SL-21.03.01 INSTALL TYPE FABRICATED STEEL LAMPOST WITH VARIOUS SIZE ARM(S) WITH TRANSFORMER BASE	8.00	EACH	750	-	6,000	-

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
106	SL-21.09.05 REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	8.00	EACH	450	-	3600	-
107	SL-22.03.18 FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	8.00	EACH	350	-	2,800	-
108	SL-26.01.01 FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	8.00	EACH	50	-	400	-
109	SL-29.01.01 FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	8.00	EACH	650	-	5200	-
110	SL-33.02.01 REMOVE TEMPORARY OR PERMANENT OVERHEAD ELECTRICAL CONDUCTORS	200.00	L.F.	2	50	500	-

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
111	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	1,520.00	L.F.	5	-	7600	-
112	SL-35.03.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	1,000.00	L.F.	25	-	25,000	-
113	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	1.00	EACH	500	-	500	-
114	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH	125	-	125	-
115	T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	75	-	75	-
116	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH	350	-	700	-

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
117	T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	125	-	125	-
118	T-20000 FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	1.00	EACH	125	-	125	-
119	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	3.00	EACH	350	-	1050	-
120	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	5.00	EACH	125	-	625	-
121	T-3.22 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM OTHER STRUCTURES	2.00	EACH	250	-	500	-
122	T-3.4 INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON STEEL STRUCTURE (PER FACE)	2.00	EACH	250	-	500	-

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
123	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	5.00	EACH	100	-	500	-
124	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	3.00	EACH	10	-	30	-
125	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	3.00	EACH	75	-	225	-
126	T-33000L FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	6.00	EACH	100	-	600	-
127	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	2.00	EACH	400	-	800	-
128	T-4.4 INSTALL CONTROL BOX ON ANY POST	2.00	EACH	250	-	500	-

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
129	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	2.00	EACH	250	-	500
130	T-5.1 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	20.00	L.F.	30	-	600
131	T-5.18 FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	30.00	L.F.	25	-	750
132	T-5.2 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	40.00	L.F.	50	-	2000
133	T-5.3 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED SIDEWALK	30.00	L.F.	25	-	750
134	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	40.00	L.F.	25	-	1000

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
135	T-5.34 RESTORING PERMANENT SIDEWALK	60.00	S.F.	10	-	600	-
136	T-5.37 REMOVE CONDUIT FROM "ELEVATED" STRUCTURE	30.00	L.F.	25	-	750	-
137	T-5.6 FURNISH AND INSTALL 3" RIGID UNDERGROUND CONDUIT IN PAVED SIDEWALK	30.00	L.F.	50	-	1500	-
138	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	400.00	L.F.	2	-	800	-
139	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	700.00	L.F.	2	-	1400	-
140	T-6.11 REMOVE OVERHEAD CABLE AND SUPPORTS	100.00	L.F.	2	-	200	-

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
141	T-6.14 FURNISH AND INSTALL DRAG LINE IN CONDUIT	200.00	L.F.	2	-	400	-
142	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	700.00	L.F.	2	-	1400	-
143	T-6.3 INSTALL CABLE AND SUPPORTS ON STRUCTURE	100.00	L.F.				
144	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	700.00	L.F.	2	-	200	-
145	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	400.00	L.F.	1	-	700	-
146	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	1,000.00	L.F.	2	-	2000	-

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
147	T-7.28 FURNISH AND INSTALL (2418) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH	1250	-	1250	-
148	T-7.50 REMOVE (1812) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH	1250	-	1250	-
149	T-7.53 REMOVE (2418) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH	1250	-	1250	-

SUB-TOTAL: \$ 3,682,596 ²⁰

150	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.			147303	05
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9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
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TOTAL BID PRICE: \$ 3,829,900.⁰⁵

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

BID FORM
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: HWP14QTA

COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK

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

Name of Bidder: P+T II Contracting Corp.

Date of Bid Opening: November 6, 2015

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

Place of Business of Bidder: 2417 Jericho Turnpike #315, Garden City Park, NY 11040

Bidder's Telephone Number: 718-206-0245 Fax Number: 718-206-0083

Bidder's E-Mail Address: pt2contracting@gmail.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: Lenny Pereira
57 Lodgewood Dr, Smithtown NY

Name and Home Address of Secretary: Daniel McCallan
1023 Friendly Rd, Upper Brookville, NY

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:

10. **M/WBE UTILIZATION PLAN:** By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. HWP14QTA

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

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

\$ 3,829,900.⁰⁵
BB 11/6/15

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: P+T II Contracting Corp

By: 
(Signature of Partner or corporate officer)

Deal McLean

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

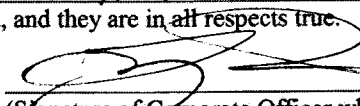
AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Queens ss:

Lenny Pereira

_____ 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 Smithtown, NY
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 6th day of November 2018


Notary Public

CLAUDIA J. WHITFIELD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH5004514
Qualified in Queens County
My Commission Expires November 16, 2018

AFFIRMATION

PROJECT ID. HWPI4QTA

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: PJT II Contracting Corp
Address: 2417 Jericho Turnpike - 315
City Garden City Park State NY Zip Code 11040


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

20-4708892

By: 
Signature

Title: President

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, P & T II Contracting Corp.
2417 Jericho Turnpike, Garden City Park, NY 11040

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Blvd., Mahwah, NJ 07043

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

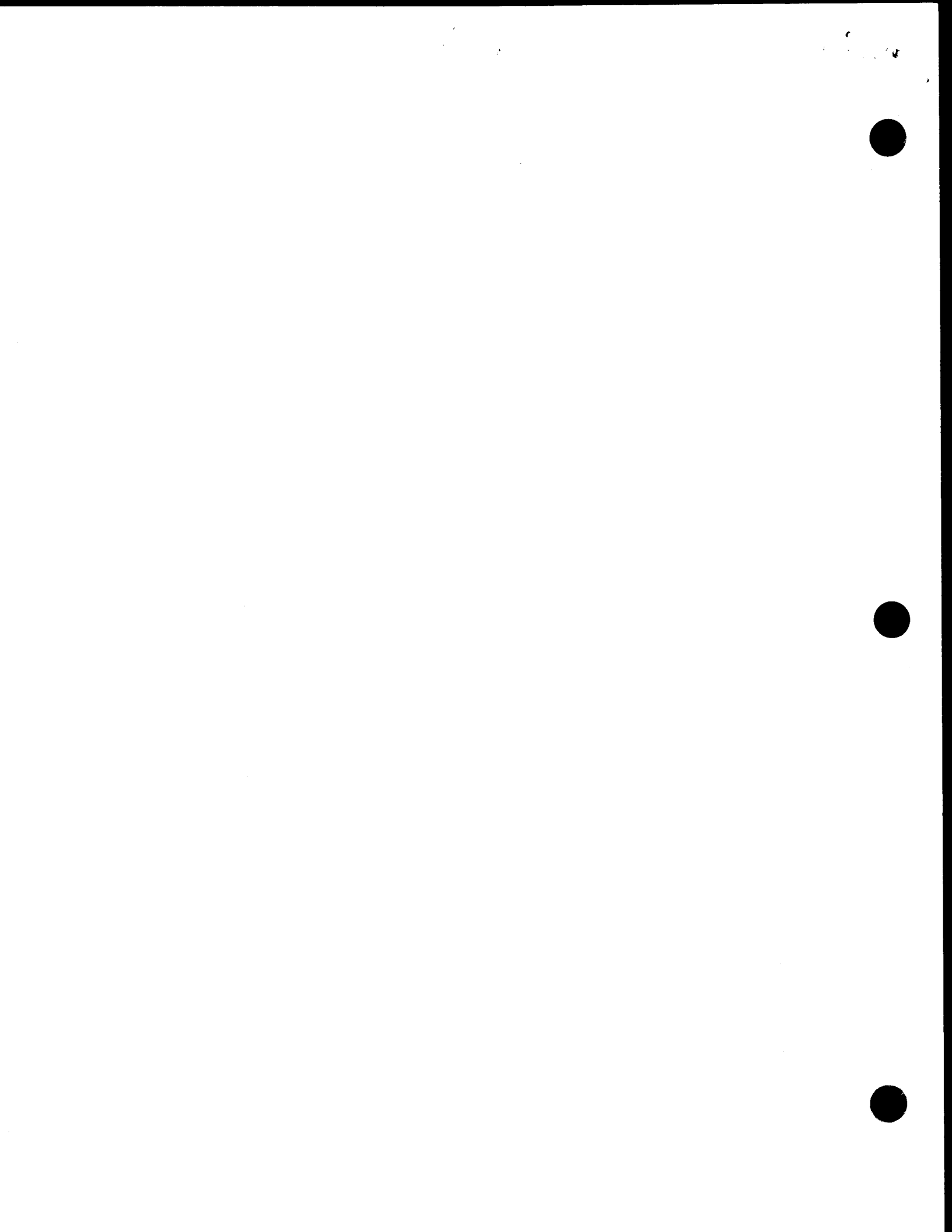
(10% Amt Bid), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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 _____

Cont. #HWP14QTA - Complex Pedestrian Ramps Adjacent to Transit Authority and Landmark Property in the Boro
of Queens

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 27th day of October, 2015.

(Seal)

P & T II Contracting Corp.

(L.S.)

Principal

By: 

(Seal)

Liberty Mutual Insurance Company

Surety

By: 

Robert Kempner, Attorney-in-Fact



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

www.ck12.com

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. 7104086

American Fire and Casualty Company
The Ohio Casualty Insurance Company

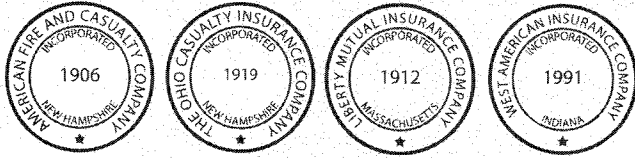
Liberty Mutual Insurance Company
West American Insurance Company

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, Joseph Sforzo; Robert Kempner; Robert W. O'Kane

all of the city of Plainview 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 3rd day of September, 2015.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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.

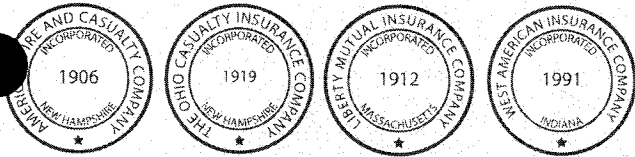
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 David M. Carey, 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, Gregory W. Davenport, 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 27th day of October, 2015.



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

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

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





LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits.....	\$744,221,142	Unearned Premiums.....	\$6,288,178,795
*Bonds — U.S Government.....	1,718,117,704	Reserve for Claims and Claims Expense.....	16,879,324,618
*Other Bonds.....	11,205,872,087	Funds Held Under Reinsurance Treaties.....	211,983,009
*Stocks.....	9,533,437,819	Reserve for Dividends to Policyholders.....	1,246,547
Real Estate.....	277,742,849	Additional Statutory Reserve.....	40,877,587
Agents' Balances or Uncollected Premiums.....	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	129,261,358	Other Liabilities.....	2,664,248,124
Other Admitted Assets.....	<u>14,896,464,393</u>	Total.....	\$26,085,858,680
		Special Surplus Funds.....	\$53,954,363
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,117,542
		Unassigned Surplus.....	7,676,228,083
Total Admitted Assets.....	<u>\$42,655,158,668</u>	Surplus to Policyholders.....	16,569,299,988
		Total Liabilities and Surplus.....	<u>\$42,655,158,668</u>



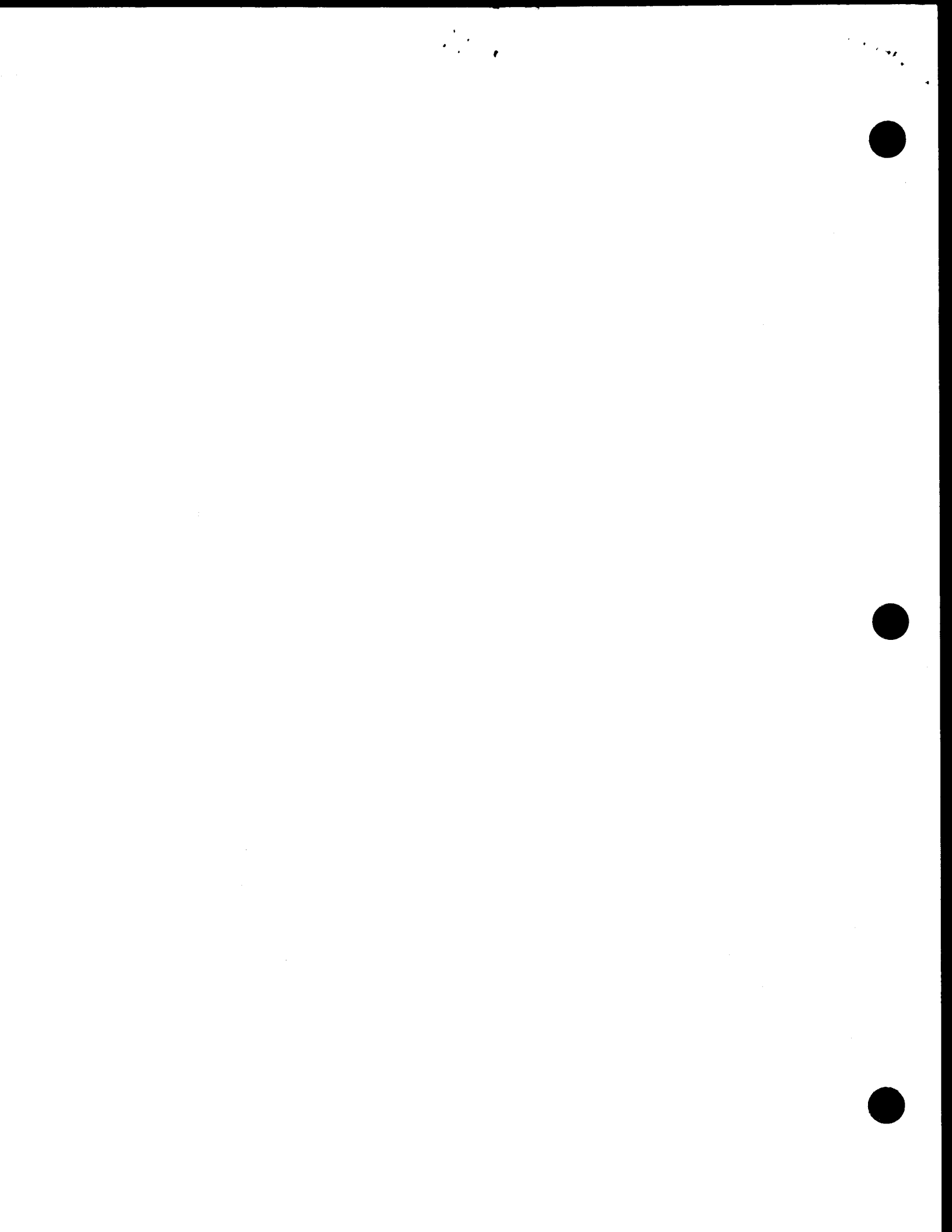
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, 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 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary



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: P+T II Contracting Corp.

Name of Project: HWP2010R

Location of Project: various locations - Borough of Staten Island

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

Name: Bhavani Ramanan

Title: Resident Engineer Phone Number: _____

Brief description of the Project completed or the Project in progress: Installation of complex pedestrian ramps in the borough of Brooklyn, Staten Island.

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

Amount of Contract, Subcontract or Sub-subcontract: \$5,105,500.00

Start Date and Completion Date: 1/3/11 to 6/28/13

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: _____



M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 885015B0189 FMS Project ID#: HWP14QTA
 Project Title/ Agency PIN # COMPLEX PEDESTRIAN RAMPS / 8502015HW0042C
 Bid/Proposal Response Date NOVEMBER 06, 2015
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
 Contact Person Jinguo Zhang Title M/WBE Liaison & Compliance Analyst
 Telephone # (718) 391-1399 Email ZhangJi@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
 TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
 WATER MAIN, AND STREET LIGHTING WORK**

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

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
Unspecified	13%
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
Total Participation Goals	13% Line 1

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

Tax ID #: 20-4708892

APT E-
PIN #: 8501530189

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information

Tax ID #	<u>20-4708892</u>	FMS Vendor ID #	
Business Name	<u>PT II Contracting Corp.</u>	Contact Person	
Address	<u>2417 Jericho Turnpike #305, Garden City Park, NY 11040</u>		
Telephone #	<u>718-206-0245</u>	Email	<u>pt2contracting@gmail.com</u>

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ 3,829,900.00 X	13%	= \$ 497,887.00 Line 2

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

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

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

- As an MWBE Prime Contractor that will self-perform and/or subcontract to other MWBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-MWBE firms will not be credited towards fulfillment of MWBE Participation Goals. Please check all that apply to Prime Contractor:
 MBE WBE
- As a Qualified Joint Venture with an MWBE partner, in which the value of the MWBE partner's participation and/or the value of any work subcontracted to other MWBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non MWBE firms will not be credited towards fulfillment of MWBE Participation Goals.
- As a non MWBE Prime Contractor that will enter into subcontracts with MWBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of MWBE status? % 13.708%

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

1. MBE Striping \$ 100,000.00 Last Qtr of Project
2. MBE Tree Consultant \$ 10,000.00 First half of Project
3. MBE Rodent \$ 50,000.00 Entire length of Project
4. MBE Photo \$ 15,000.00 Entire length of Project
5. MBE Electric \$ 450,000.00 Last Qtr of Project
6. MBE Trucking \$ 175,000.00 Entire length of Project
7. Non MBE Labs \$ 25,000.00 Entire length of Project
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

✓ Scopes of Subcontract Work

Tax ID #: 20-4708892

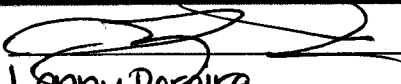
APT E-
PIN #: 85015B0189

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature



Date 11-6-13

Print Name

Lenny Pereira

Title President

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

Contract Overview

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

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

_____ % Agency M/WBE Participation Goal

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

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

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

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

References

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

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

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

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

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

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

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

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

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

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

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature _____ Date _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature _____ Date _____

Waiver Determination
 Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %

APPRENTICESHIP PROGRAM REQUIREMENTS

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

_____ YES ✓ NO

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two 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 program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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: HWP14QTA

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: P+T II Contracting Corp.
By:  Title: President
(Signature of Partner or Corporate Officer)
Date: 11-6-13

**BUILDING, CONCRETE,
EXCAVATING &
COMMON LABORERS' UNION
LOCAL No. 731**

of

**GREATER NEW YORK,
LONG ISLAND AND VICINITY**

of the

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA**

INDEPENDENT AGREEMENT

JULY 1, 2012 to JUNE 30, 2016

INDEX

ARTICLE I - Purposes - Declaration of Principles..... 1
 Section 1 - Purposes 1
 Section 2 - Declaration of Principles 2

ARTICLE II - Jurisdiction..... 3

ARTICLE III - Union Security - Union Visitation..... 5
 Section 1 - Union Security 5
 Section 2 - Pre-Job Conference 6
 Section 3 - Subcontractors and Business Entities 6
 Section 4 - Interrelated Business Entities 8
 Section 5 - Shop Stewards 9
 Section 6 - General Foreman and Foreman of Laborers 11
 Section 7 - Apprentice (s) 12
 Section 8 - Union Visitation 12

ARTICLE IV - Disputes..... 12
 Section 1 - No Lockout - Strike - Work Stoppage 12
 Section 2 - Procedures of Grievance - Arbitration 14
 Section 3 - Finality of Decision 16
 Section 4 - Status Quo 16
 Section 5 - Expenses 17

ARTICLE V - Jurisdictional Disputes.....	17
Section 1 - No Work Stoppage	17
Section 2 - Heavy Construction Industry Jurisdictional Panel ..	17
 ARTICLE VI - Work Jurisdiction.....	18
A. Excavation and Foundation Work for Buildings	18
B. Landscaping in Connection with Building Projects	24
C. Heavy Construction and Engineering Work	26
D. Landscaping in Connection with Heavy Construction and Engineering Work.....	35
 ARTICLE VII - Wages and Conditions.....	37
Section 1 - Hours of Work	37
Section 2 - Shifts	38
Section 3 - Overtime and Holidays	39
Section 4 - Wages	42
Section 4.1 - Payment of Wages by Check	43
Section 5 - Conditions	44
Section 6 - Use of Intoxicant or Illegal Drug	45
Section 7 - Drug Testing Clause	46
 ARTICLE VIII.....	46
Section 1 - Welfare Fund	46
Section 2 - Pension Fund	49
Section 3 - Annuity Fund	50
Section 4 - LIUNA Local 731 Training Fund	51
Section 5(a) - Union Membership Supplemental	52
Section 5(b) - Political Action Committee	54
Section 5(c) - Duties of Employer To Funds With Respect To New Hires.....	55

Section 6 - Heavy Construction Industry Fund	55
Section 7(a) - Summary of Hourly Wages, Fringes etc., for Laborers Other than Foremen.....	56
Section 7(b) - Summary of Hourly Wages, Fringes, etc., for Foremen.....	56
Section 7(c) - Checkoffs	57
Section 7(d) - New York State Laborers-Employers Cooperation and Education Trust.....	57
Section 8(a) - Bonding	58
Section 8(b) - Cash Alternative to Bond	59
Section 9 - Method of Payment.....	60
Section 10 - Records - Reports - Liability	61
 ARTICLE IX - Work Stoppage for Default in Payment of Wage and/or Welfare, Pension and Annuity Payments	65
Section 1	65
Section 2 - Removal of Workers Upon Default	66
Section 3 - Arbitration	66
Section 4	70
 ARTICLE X - Legality.....	70
Section 1	70
Section 2	71
ARTICLE XI - Notices.....	71
ARTICLE XII - Execution of Agreement.....	72
 ARTICLE XIII - Term of Agreement.....	72
 ARTICLE XIV - Intent of Agreement.....	72

- (g) To bring about stable conditions in the Construction Industry;
- (h) To keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;
- (i) To establish the necessary procedure for amicable adjustment of all disputes that may arise.

Section 2 - Declaration of Principles

The parties to this Agreement believe that a Uniform Agreement, if adopted by all employers and all unions engaged in the Construction Industry, would further the interests of the Industry, and further believe that such a Uniform Agreement should contain the following Principles, upon which the parties hereby agree:

1. That none of the parties hereto, nor any of the representatives of any of them, shall discriminate in any manner, against any Laborer, General Foreman, Foreman, Steward or other individual by reason of union activity, as provided by law, race, color, creed, religion, national origin, age, sex, union membership or non-membership, marital status, disability, citizenship status, or sexual orientation.
2. That there shall be no limitation as to the amount of work a person shall perform during the working day, it being understood that workers shall perform a fair and honest day's work;
3. That there shall be no restriction on the use of any raw or manufactured materials, except prison made;
4. That there shall be no restriction on the use of machinery, tools, or appliances;

5. That no person shall have the right to interfere with workers during working hours;
6. That workers are at liberty to work for whomever they see fit, but that they are entitled to and shall receive the wages agreed upon;
7. That the Employers are at liberty:
 - (a) except as provided in subparagraph "1" above, to employ and discharge whomever they see fit,
 - (b) except as provided in subparagraph "1" above, to reject any job applicant referred by Local 731, and
 - (c) to be the sole judge, at all times, as to the work to be performed and whether such work performed by any workers or laborers represented by Local 731 and employed by the Employers, is or is not satisfactory.
8. Any past practice or custom that is a violation of the terms of this Agreement shall not be deemed a precedent and shall not constitute a waiver of the terms of this Agreement as regards to any such past practice or custom.

ARTICLE II

Jurisdiction

This Agreement covers work done by the Employer engaged in NEW YORK CITY and VICINITY on EXCAVATION AND FOUNDATION WORK FOR BUILDINGS, LANDSCAPING WORK and/or HEAVY CONSTRUCTION WORK, as those terms are hereinafter defined.

If any of the Employers engage in any class of work not embodied in EXCAVATION AND FOUNDATION WORK FOR BUILDINGS, LANDSCAPING and/or HEAVY CONSTRUCTION WORK, as those terms are hereinafter defined, they shall

comply with all of the Union conditions then existing in that class of work.

Heavy Construction Work is hereby defined as including but not limited to, new construction, i.e. building and foundation construction below street level, or the inspection, rehabilitation or expansion of an existing structure or facility involving any aspect of subsurface construction or excavation, all deconstruction or demolition work, all construction from excavation through final completion of: engineered structures, parking garages, mass transit facilities including but not limited to bus depots, ventilation plants, maintenance shops, transit yards, stations, tunnels, railway lines and work along railway rights of way, highways, roads, streets, bridges, piers, wharves and bulkheads, marine transfer stations, airport runways, access roads, airline terminals, water and wastewater conveyances, including but not limited to tunnels, and associated facilities including gatehouses, pumphouses, valve chambers, and water and water treatment plants, power plants, power generating stations, electrical substations, and pipelines: all excavation and sitework, including but not limited to all installation, relocation or removal of utilities, all drainage, landscaping, curbsetting, and paving: removal of hazardous materials as it pertains to heavy construction projects; and any construction commonly associated with "public works," "infrastructure" or "heavy civil" construction, exclusive of the erection of building superstructures, since this latter work is agreed to be a separate and distinct branch of the construction industry.

The Employer agrees to preserve traditional craft jurisdiction as set forth in the various collective bargaining agreements of the Local Unions affiliated with LIUNA. This recognition is made in an effort to preserve

work opportunities for Members of LIUNA Local Unions and for Employers to oppose any efforts by any and all other unions which may seek to undermine the jurisdiction of the Laborers.

ARTICLE III

Union Security - Union Visitation

Section 1 - Union Security

(a) All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union. The Union shall have the right to require all other employees to become members of the Union within seven (7) days following the beginning of employment or the effective date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the provisions for Union Security clauses are modified by Congress during the terms of this Agreement, this clause will automatically become modified to conform to such changes.

(b) Employees covered by this Agreement shall not refuse to work with persons who, after seven (7) days employment, have complied with the Union Security provisions of this Agreement. However, employees covered by this Agreement are not required to work for any contractor who does not comply with the Union Security provisions of this Agreement. It is understood that additional Laborers secured by the employer shall be eligible for and shall comply with requirements of Union membership as set forth herein.

(c) If the Employer covered by this collective bargaining agreement or any such principal owner or principal forms or acquires by purchase, merger or otherwise, an interest, whether by ownership, stock, equitable or managerial, in another company, corporation, partnership, or any other business entity, including joint venture and sole

proprietorship, performing bargaining unit work within this jurisdiction, this collective bargaining agreement shall cover such other operation.

Section 2 - Pre-Job Conference

Each Employer covered by this Agreement shall be required to conduct a Pre-Job Conference with the Union prior to the commencement of any job. The purpose of the Pre-Job Conference is to settle any issues regarding the interpretation of this Agreement, and the retention of any known subcontractor(s) to perform bargaining unit work. At the pre-job conference any known jurisdictional disputes should be discussed prior to commencement of work. Should any Employer fail to conduct a Pre-Job Conference before the commencement of a job, that Employer will be presumed to have knowledge of all terms and conditions of this Agreement.

Section 3 - Subcontractors and Business Entities

(a) The Employer shall not enter into a contract with any other person or entity¹, to perform bargaining unit work within in territorial jurisdiction of the Union, unless such other person or entity has signed a collective bargaining agreement with the Union on work traditionally performed by members of Local 731 or is a member of an Association which has signed a collective bargaining agreement with the Union and has authorized such Association to negotiate and execute a collective bargaining agreement on its behalf.

(b) The terms, covenants and conditions of this Agreement shall be binding upon all subcontractors at the site to whom any of the Employers may have re-subcontracted all or part of any contract entered into by said Employer. Each of the Employers shall notify Local 731, in writing, thirty (30) days prior to the start of work on any job or project that a

¹Entity defined as: partnership, firm, company, corporation or any other business entity including any joint venture or sole proprietorship which now or hereafter exist.

subcontract necessitating employment of the Employees covered by this Agreement has been let. Included in said notification shall be the name and address of each said subcontractor as well as the location of said job or project. If a subcontractor is more than seven (7) days delinquent in payment of wages or thirty (30) days delinquent in require payments to the Benefits Funds, and said delinquency is attributable to work performed by the subcontractor for the Employer, the Employer shall be notified, in writing, by the Funds, by certified mail, return receipt requested, by facsimile transmission or by overnight delivery, that the subcontractor is delinquent

In the event that the Employer is in possession of certified payroll reports filed by the subcontractor, it shall promptly provide copies of same upon request of the Benefits Funds.

If the Employer is notified, in writing, that the subcontractor is still delinquent fifteen (15) days after the Employer has been notified, in writing, of any such delinquency, by the Union or by the Benefits Funds, the Employer shall make payment of the full amount of such delinquency within ten (10) days of receipt of such second notice.

If payment from the employer on behalf of its subcontractor is not received within such ten (10) day period, the Employer shall be responsible for payment of interest at 10% per annum from the date of such second notice and 10% liquidated damages, and be subject to the arbitration provisions of this agreement provided in Article IX, Section 3.

(c) Each of the Employers undertakes and agrees that in addition to the surety company bond to be provided by each of them pursuant to the terms and conditions of this Agreement, each such subcontractor shall

also provide for itself the surety company bond or cash alternative required of each of them under this Agreement.

If any such subcontractor fails to provide said surety company bond to Local 731, Welfare Fund, Pension Fund, Annuity Fund and/or the LIUNA Training Fund within five (5) days after Local 731 or any or all of said Funds makes written demand therefore of said subcontractor and the Employer of said subcontractor, said Employer shall then forthwith (a) provide and deliver to Local 731, Welfare Fund, Pension Fund, Annuity Fund and Training Fund, a surety company bond duly executed by said subcontractor, as Principal, and the surety company writing such bond, as Surety, or (b) the unconditional undertaking and guaranty of said Employer in favor of Local 731, Welfare Fund, Pension Fund, Annuity Fund and Training Fund wherein and whereby the Employer undertakes and guarantees to make prompt payment, when due, to the Welfare Fund, Pension Fund, Annuity Fund and Training Fund of all contributions required to be paid by said subcontractor to said Welfare Fund, Pension Fund, Annuity Fund and Training Fund, with interest thereon, liquidated damages, reasonable attorney's fees and the costs of the arbitration. If and when any of the Employers acquires a financial interest in any firm or company engaged in the work set forth in Article VI of this Agreement, said firm or company shall be automatically bound by the terms and conditions of this Agreement in the same manner as if it has been a signatory hereto.

Section 4 - Interrelated Business Entities

In order to protect and preserve for Local No. 731 all work traditionally performed by it, and in order to protect and preserve such work under this Agreement, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a person,

company, corporation, partnership, or any other business entity, including any joint venture and/or sole proprietorship, wherein the Employer exercises either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work: (a) where the two (2) enterprises have substantially identical management, business purpose, operation, equipment, customers, supervision and/or ownership; and (b) where there exists between the Employer and such other business entity, interrelation of operations, common management, centralized control of labor relations and/or common ownership. In determining the existence of the above criteria, the presence of the requisite commonality of control at any level of management shall be deemed to satisfy the criteria. Should the Employer establish or maintain such other entity within the meaning of this Section, the Employer is under an affirmative obligation to notify the Union of the existence and nature of the work performed by such other entity and the nature and extent of its relationship to the Employer.

Section 5 - Shop Stewards

All Employers who do the work as set forth in this Agreement shall employ Laborers exclusively to perform such work and shall employ Laborer Shop Stewards. Where more than one Employer does Laborer work on a project, each Employer shall employ Laborers exclusively to perform the work and each Employer shall employ Laborer Shop Stewards. Where Laborers are employed on a project, the Business Manager of Local 731 shall place a shop steward on the first shift who shall be the second laborer on the job. A steward for the second and/or third shift may be placed by the Union Business Manager. The second and/or third shift

steward will be a working steward and will be laid off when the shift ends

In the event an Employer circumvents this requirement, the Employer will be required to hire an additional Laborer who will be designated as Shop Steward. Additionally, the Steward shall have the first right of refusal on overtime. The Steward shall see to it that the classification of work as defined herein is observed and that the Employers are complying with the terms of this Agreement. The Steward shall be afforded the opportunity to perform his duties, which include, but are not limited to, checking of subcontractors, new hires, books, and payment of correct wage rates, and the receipt of laborers' reports of grievances. He shall be responsible for the maintenance of a complete monthly Steward Report. He shall retain possession of the key to the tool house and see to it that it is open in ample time at starting time and securely locked at quitting time. Any work to be performed in or at a jobsite yard, including and not limited to the storeroom, shall be performed by the shop steward. He shall perform these duties as Shop Steward with the least possible inconvenience to his Employer. He is to work as a Laborer and not use his position as Shop Steward to avoid performance of his duties as a Laborer. If the Shop Steward is discharged, the contractor must immediately notify the Union and a grievance hearing as described in Article IV Section 2(a) shall be held within three (3) workdays. If it is determined that the Shop steward was improperly discharged, he shall be reinstated and paid for lost time and fringe benefits for such lost time shall be paid to the Excavators Union Local 731 Benefit Funds on his/her behalf. If the grievance hearing cannot reach a decision, the matter shall be referred to expedited arbitration. The Shop Steward is

to work up to completion of the job and shall be the last working laborer to be discharged exclusive of the Foreman.

Section 6 - General Foreman and Foreman of Laborers

(a) **General Foreman of Laborers.** The requirement of a General Foreman may be discussed at a pre-job conference between the Union and the Employer. The wages for the General Foreman shall be negotiated between the proposed General Foreman and the Employer.

(b) **Foreman of Laborers.** The foreman shall be a representative of the Employer and shall be in direct charge of the Laborers on the job. All foremen shall be paid a weekly salary which shall not be less than \$2.50 per hour above the prescribed rate for Laborers in this Agreement.

Laborers shall not be required to take craft supervision from other union foremen, except where agreed upon at a pre-job conference.

At commencement of employment, a Foreman shall be paid for days actually worked in the calendar week. At the termination of employment, a Foreman will be paid for days actually worked in the calendar week. During the course of continuous employment on a project, said Foreman shall be paid on a weekly basis, and shall not receive holiday pay as an addition to his weekly pay unless worked. If worked, said Foreman shall receive one day's pay at the straight time rate. If a Foreman works over eight (8) hours per day, or forty (40) hours per week, he shall be entitled to overtime. If a "gang" is laid off prior to job completion, the Foreman shall be entitled to forty (40) hours of pay for the week. The minimum rates of wages for Foremen for one week shall be as follows:

*ONE THOUSAND, SIX HUNDRED AND FORTY-EIGHT DOLLARS, AND NO CENTS. (\$1,648.00), FROM JULY 1, 2012 TO AND INCLUDING JUNE 30, 2013. (\$41.20 per hour)

*Allocation of subsequent yearly increases will be determined by the Union prior to July 1 of each collective bargaining year.

When there are more than five (5) laborers on a job, one shall be designated as a Foreman.

Section 7 - Apprentice (s)

The ratio of apprentices to journeymen shall be 1:8 Apprentices shall initially be paid at 50% of the journeyman's wages and will be adjusted as follows:

1000 hours worked:	60% of journeyman's wage
2000 hours worked:	75% of journeyman's wage
3000 hours worked:	90% of journeyman's wage
4000 hours worked:	100% of journeyman's wage

In order to qualify as an apprentice, a laborer must be enrolled in the Local 731 Apprenticeship Training Program. Under no circumstances may a laborer be listed as an apprentice unless such prerequisite training has been completed. Implementation of mandatory apprenticeship will be discussed during the term of this agreement.

Section 8 - Union Visitation

The Business Agent, Business Manager or other designated representative shall have the right to visit and go upon the Employer's Union jobs during working hours. He shall not be interfered with when making such visits nor shall he hinder or interfere with the progress of the work.

ARTICLE IV

Disputes

Section 1 - No Lockout - Strike - Work Stoppage

Except as otherwise provided for herein, the Union shall not order or sanction a strike against any Employer or Employers, who are parties

to this Agreement, nor shall any Employer or Employers, acting jointly or severally, directly or indirectly lock out any laborers represented by the Union that are parties to this Agreement. The Union shall not be responsible for any unauthorized strike or its results.

When the laborers on any job are being paid less than the rate of wages prescribed in this Agreement, or prevailing wages are not being adhered to, or the Employer is in arrears on monies payable to the Trust Funds as prescribed in this Agreement, as hereinafter provided, the Union shall give three (3) working days written notice to the Employer and the Union shall be entitled to withdraw the laborers from such job upon expiration of the three working days written notice.

The Union representative in consultation with the Employer representative may declare a portion of a job-site, or a job-site, a threat to the health, safety and welfare of the Employees covered by this Agreement. The work shall be curtailed until the situation is resolved.

However, none of the provisions of this Article shall be construed so as to prevent Local 731, from exercising its inherent right, herein and hereby recognized, to remove its members, or cause its members to be removed, from any job under Local 731's jurisdiction upon three (3) working days written notice delivered in person, or in the manner specified in Article XI, hereinafter, if or when any of the Employers (a) default in making payment when due of any wages required to be paid pursuant to Section 6 (b) of Article III hereinbefore and/or (to Article VII hereof) (b) default in making payment, when due, of any of the amounts of contributions required to be paid to the Excavators Union Local 731 Welfare Fund, the Excavators Union Local 731 Pension Fund, the Excavators Union Local 731 Annuity Fund and or LIUNA Local 731 Training Fund pursuant to Article VIII hereof, and/or (c) default in providing the

surety company bond or the cash alternative required pursuant to Section (8) of Article VIII hereof.

Section 2 - Procedures of Grievance - Arbitration

Except as hereinbefore otherwise provided in the last sentence of Section 1 of this Article IV, and except as regards the wages required to be paid pursuant to the provisions of Article VII hereof and the collection of contributions required to be paid to the Trustees of Excavators Union Local 731 Welfare Fund, Excavators Union Local 731 Pension Fund, Excavators Union Local 731 Annuity Fund and LIUNA Local 731 Training Fund pursuant to the provisions of Article VIII hereof, for the purpose of settling disputes between any of the Employers and Local 731 or any of the Employers and any of the workers covered by this Agreement as to any claims of violation of this Agreement or of any dispute that may arise in connection therewith or for construing the terms and provisions thereof, the following procedure is established:

- (a) The matter in dispute shall be immediately reported by the Employer involved or by Local 731 to the President of Local 731 who shall promptly arrange a meeting between said Employer and representatives of Local 731 in an effort to reach an amicable solution.
- (b) Should this fail to effect a resolution of the dispute, the Employer involved or Local 731 may serve upon the other party a demand for arbitration or a notice of intention to arbitrate, specifying the agreement pursuant to which arbitration is sought and the name and address of the party serving the notice, the name and address of an officer or agent thereof if such party is an association or corporation, and stating that unless the party served applies to stay the

arbitration within twenty days after such service he shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time. Such notice or demand shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. An application to stay arbitration must be made by the party served within twenty days after service upon him of the notice or demand, or he shall be so precluded. Notice of such application shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. Service of the application may be made upon the adverse party or upon his attorney if the attorney's name appears on the demand for arbitration or the notice of intention to arbitrate. Service of the application by mail shall be timely if such application is posted within the prescribed period.

(c) Any grievance not resolved pursuant to (a) or (b) above, shall be submitted to arbitration before a single arbitrator. The arbitrator shall serve, in order, from a panel of two as follows:

- (1) Stephen F. O'Beirne Esq. 176 Washington Avenue, Clifton, New Jersey, 07011.
- (2) Thomas J. Hanrahan, Esq., P.O. Box 140, Glen Rock, New Jersey 07452-0140

All arbitrators selected as successors must be unanimously agreed upon by the parties. The two will serve to the end of this Agreement. If any arbitrator is not available to serve for any reason, the next one on the list shall serve. The arbitrator shall conduct a hearing in such a

manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. After all the parties concerned have been notified in writing at least five (5) days prior to a hearing, the arbitrator shall have the right to conduct an ex parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The costs of arbitration, including the arbitrator's fee, shall be borne equally by the Employer and the Union. Service of any document or notice referred to above, or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail.

(d) Refusal to adhere to the decisions under any one of the provisions above shall allow the Union to withhold the services of its Laborers.

(e) This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement.

Section 3 - Finality of Decision

A decision made under any one of the above plans shall be final and binding upon all parties to the dispute. From the date the decision is made, it shall become part of this Agreement. Any decision and/or award may be confirmed, and judgment entered thereupon in any court of competent jurisdiction.

Section 4 - Status Quo

Until any decision shall have been reached, none of the parties to such dispute, the parties to this Agreement or the workers covered by this Agreement involved in such dispute, shall take any action of any character as to the complaint, statement or matter in dispute.

Section 5 - Expenses

The expenses and salary, if any, of the single arbitrator shall be equally shared by the parties to the dispute.

ARTICLE V

Jurisdictional Disputes

Section 1 - No Work Stoppage

Where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO. In the event of such jurisdictional dispute, the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the disputing trades to the Heavy Construction Industry Jurisdictional Panel for settlement of jurisdictional disputes.

Section 2 - Heavy Construction Industry Jurisdictional Panel

The Union and the General Contractors Association of New York, Inc. ("GCA") shall establish at the earliest convenient date during the term of this Agreement a Heavy Construction Industry Jurisdictional Panel. Said Panel will consist of representatives of all of the Unions who have agreed to same and an equal number of representatives of the GCA. The Panel will be fully empowered to render final and binding decisions by majority vote on all jurisdictional matters in the Heavy Construction Industry.

ARTICLE VI

Work Jurisdiction

This Agreement shall apply to the employment of laborers on:

- A. EXCAVATION AND FOUNDATION WORK FOR BUILDINGS** all work in conjunction with all jurisdiction within this category inside and outside property lines, including, but not limited to:
1. Building operations below the curb line and below the building superstructure in connection with excavation and foundation work for buildings;
 2. All labor used in excavation of earth and rock in footings, piers and other holes, pits, trenches, sewers (inside of buildings and the house connections in the street);
 3. Grading and excavation of sidewalks;
 4. All backfilling in connection with buildings;
 5. The sealing of rock with concrete on piers, footings, pits and foundations;
 6. All labor used in pouring, sandblasting, scarifying, bush hammering, dry packing and guniting of concrete, prepack concrete, pumpcrete, colcrete or other similar processes for footings, piers, piles, pile caps;
 7. Retaining walls on foundations, underpinning and work in connection therewith;
 8. All laborers' work in conjunction with vibroflotation;
 9. The shoveling and packing of sand in sand piles;
 10. The placing of concrete in all types of piles;
 11. All laborers' work in connection with chemical soil solidification, slurry walls, bentonite, mud mixing and all other methods of soil solidification;

12. All laborers' work in connection with: guniting and pouring of concrete, prepack concrete, pumpcrete, colcrete and/or similar processes for all underground tunnels and concrete cradles for sewers and all other utilities in building areas;
13. The application of epoxy for protection on all pre-cast and poured concrete as well as for protection from the elements;
14. Surface preparation of caissons and related structures;
- 15a. Handling, cleaning and fastening of all chutes, pipes and elephant trunks used in the placing of concrete as well as setting up and cleaning of conveyor belts used in the placing of concrete;
- 15b. Assisting in the removal of and removing all wood, steel and other forms for concrete;
- 15c. Cleaning and oiling of all wood, steel and other forms for concrete;
- 15d. Concrete specialist work;
16. Digging trenches for duct lines;
17. Digging holes for fence posts and poles inside and outside of buildings;
18. Breaking down of old foundation walls either with sledge hammer, pick or iron bar and removal of materials by loading truck or other means as well as other loading and unloading of materials;
19. Tending of other trades;
20. Distribution and handling of gasoline, propane gas and other fuel for heaters, etc., as well as handling and hooking up of all equipment used in connection therewith;

21. Installing, handling, loading, unloading, placing, hooking, unhooking, lowering into ditch, aligning, leveling and jointing of corrugated pipe, concrete pipe, plastic pipe, fiberglass pipe, and other nonmetallic pipe, pipe liners, cast iron pipe, steel pipe, ductile concrete lined pipe and trenchless pipe;
22. In connection with transportation lines, all laborers' work for the clearance of right-of-way preparatory to the installation of the pipe line, the demolition and removal of fences, the digging and trimming of trenches and ditches for pipe lines, work in connection with bending of pipe except the mechanical work involved; laborers' work in connection with the distribution of pipe and skids and placing of said skids and pipe over the trench, the cleaning, scaling, etc., of the pipe; all laborers' work in connection with the lineup crew, the cleaning, wrapping and doping of pipe before lowering after the welding of joints has been made, the cleaning, wrapping and doping of the pipe in all yards;
23. The work in connection with the lowering of the pipe and the removal of the skids;
24. The work in connection with the backfilling of trenches after the pipe has been laid;
25. All work in connection with the cleanup after the pipe has been laid and the trenches backfilled;
26. Demolition, take-up and reconditioning of old pipe and pipelining of all kinds;
27. Laborers' work on barges and floating equipment, and all other general and miscellaneous laborers' work in connection with

the entire operation falling within the jurisdiction of Local 731;

- 28a. Digging for sidewalks, including that for lighting posts, fence posts, duct lines and precast concrete boxes, as well as the placing of precast concrete boxes;
- 28b. Loading, unloading, and placing of barricades and barriers when work is performed under the jurisdiction of Local 731;
29. Laying of concrete, plastic, fiberglass and tile ducts;
30. All digging and concreting for guard rails and similar;
31. Signaling in connection with the handling of laborers' materials.
32. Coal passers;
33. Carrying coal to steam-operated construction machinery;
34. Pitmen on power shovels and cranes;
35. All hooking and unhooking of buckets, boxes, blasting mats, chaining stone and signaling in connection with hoisting of excavated material by cranes;
36. Tending, handling and cleaning of foot valves and sump pits;
37. All laborers' work in connection with the handling of all hoses, digging of holes, boring for pipe lines, sewer lines, ducts, utility lines and similar;
38. Setting up jacks;
39. Digging of pits for boring machines;
40. Tending of other trades;
41. Nipper carrying drills and hand tools to and from the blacksmiths;
42. Grading of crushed stone;
43. Servicing and placing of lanterns and light bombs;

44. Flagmen;
45. Fire watch;
46. Signalmen on all construction sites and work defined herein including, but not limited to, traffic control signalmen at construction sites;
47. Distribution of tools from toolhouse, warehouse, storeroom or shanty;
48. The use and operation of paving breakers used in chipping and breaking of masonry, concrete and pavement on foundations and below curb level, where reinforcing rod exists in concrete the use of a torch, as a tool of the trade, shall be utilized in demolition;
- 49a. The operating of mechanical concrete cutting saws, hand drills and mechanical drills;
- 49b. Oxy-gun cutting of reinforced concrete, steel, cast iron and granite as well as other related or incidental use of oxy-guns in connection with laborers' work;
50. Use of laser beams in connection with laborers' work;
51. The use of clay spades used in excavation of firm earth and hardpan;
52. In connection with the use of, and operation of, paving breakers used in chipping and breaking of masonry, concrete, rock and pavement, this can be done by laborers only when drillrunners are not working or available on the job, or where there is less than a day's work to be done. In connection with the use of clay spades, used in the excavating of firm earth or hardpan, this can be done by the laborers where there is not continuous use of said tool;

When magazines of the 5th or 4th class are being used, a licensed laborer may be used, at the option of the Employer, as powder carriers on building operations only;

53. The use of pneumatic tampers, all manual tampers, power tampers, vibratory rollers controlled by hand;
54. The use of pickup trucks for moving men to and from various job sites, for moving out tools, for picking up water and other pickup uses;
55. The operation of power buggies in carrying out work customarily done by laborers represented by Local 731;
56. Laborers' work in yards in connection with the loading and hauling of laborers' tools and materials to and from jobs where laborers represented by Local 731 are engaged in foundation work for buildings as well as other laborers' work in yards;
57. Laborers' work in and on plants set up on job sites;
58. Removal of hazardous waste, hazardous soil, lead abatement, and/or asbestos removal in conjunction with the regular scope of work.
59. General cleanup at the jobsite on all work described in the above numbered items inclusive of, but not limited to, powerwashing, vacuuming, blowing, and sandblasting, whether manual, electric, or gas powered, exclusive of operator driven motor vehicles.
60. Performance of any maintenance work, pursuant to any contract with any government agency, quasi-governmental agency, or entity to replace or reconstruct any or all work described in the above numbered items.

61. All precast concrete work of any kind, excluding precast beams
 62. All grading, digging, and excavation on all work described in this section A;
 63. Manning of the shed and/or scale house;
- B. LANDSCAPING IN CONNECTION WITH BUILDING PROJECTS** all work in conjunction with all jurisdiction within this category inside and outside property lines, including, but not limited to:
1. Excavating of and for pedestrian walks, curbs and tree pits;
 2. Mixing, distributing and placing of topsoil, sod, manure, humus and fertilizer;
 3. Grading, backfilling and raking of topsoil;
 4. Planting of trees, shrubs, flowers and other decorative plants, as well as their cultivation and maintenance;
 5. Seeding;
 6. Tree topping, tree moving, tree removal, tree pruning, tree trimming and tree climbing;
 7. Tending and operating aerial lift equipment, grinding machines and stumping machines;
 8. Cleaning and slashing of brush and trees by hand or with mechanical cutting methods around power lines or power facilities along the right-of-way on any construction site, along streets and highways;
 9. Gardening;
 - 10a. Loading and unloading of trees, shrubs and all other materials connected with the work of landscaping from the truck to the site of the job;

- 10b. In connection with watering of top soil, sod, manure, humus, fertilizer, shrubs, flowers, other decorative plants, trees, tree pits, brush, roads, walks, curbs, etc., the operation of hoses and other equipment connected with water tanks on trucks and similar;
11. Preparing subgrade for landscaping work;
12. Installing all pipes and tubing for drainage;
13. Ball and burlapping of trees;
14. Spreading of gravel and concreting wherever it may occur in connection with landscaping;
15. Digging tree wells, installing of trees;
16. Digging for benches on public highways and parks;
17. Rough grading around buildings;
18. Grading for pedestrian walks;
19. Excavating and grading for recreation areas;
20. Removal of hazardous waste, hazardous soil, lead abatement, and/or asbestos removal in conjunction with the regular scope of work.
21. General cleanup at the jobsite on all work described in the above numbered items, inclusive of, but not limited to power washing, vacuuming, blowing, and sandblasting, whether manual, electric or gas powered, exclusive of operator driven motor vehicles.
22. Performance of any maintenance work, pursuant to any contract with any government agency, quasi-governmental agency, or entity to replace or reconstruct any or all work described in the above numbered items.

23. All precast concrete work of any kind, excluding precast beams.
24. All grading, digging, and excavation on all work described in this section B;
25. Manning of the shed and/or scale house;

C. HEAVY CONSTRUCTION AND ENGINEERING WORK all work in conjunction with all jurisdiction within this category inside and outside property lines, including, but not limited to:

1. Track work;
2. Digging for the removal of all rails, tracks and ties, as well as removal of all rails, contact rails, third rails, tracks and ties and catwalks from any structure;
3. Loading, unloading, stockpiling, handling and distribution of all rails, contact rails, third rails, tracks, ties, tie-in pockets, and all other material in connection with track work;
4. Placing of or jacking track and ties at points of installation;
5. Placing, aligning, gauging, grading and fastening of all rails, contact rails and third rails;
6. Operation of power spike pullers, power spike drivers, power track jacks, tamping machines and similar rail and track laying equipment;
7. Spiking of all rails, contact rails, third rails, tracks and ties, including the welding, other fastening and other bonding of all running rails and tracks;
8. All grinding, burning or otherwise cutting of track;
9. Handling of tamping guns;

10. Cutting and drilling of all rail and track lining machinery;
11. Right-of-way clearance, excavation, grading, subgrading, ballasting and compacting of right-of-way;
- 12a. Setting of tie plates, bolting, leveling and gauging of all rails, contact rails and third rails, and spiking, whether by hand or mechanical means;
- 12b. The mixing, pouring and placing of grout, drypacking and concrete for all track related work, including but not limited to rails, ties, tracks, plates and columns;
13. Placing and tamping of ballast by hand or mechanical means;
14. Construction and/or relocation of mainlines; shoe flies, siding, grading, crossing, pipes, drainage and culverts connected with same as well as removal and replacing of all fences;
15. Placing of rip-rap on sea wall and placing of all wood, fiberglass, plastic, metal, pre-cast, retaining walls and concrete and other cribbing, whether in connection with track, highways or anywhere else it may occur;
16. The placing and fabricating of gabion and similar type cages and filling in conjunction with all heavy and industrial construction such as slopes, on highways and perimeters of tanks to be used as firewalls;
17. Laborers on open cut and free air tunnels;
18. Sewers;
- 18a. Sewer liners;
19. Sewage disposal plants, marine transfer stations, and all related cleanup tank work associated with same;
20. Sump pits;

21. Bridges;
22. Parks;
23. Elevated highways and ramps;
24. Pedestrian walks;
25. Subways;
- 25a. All subway work inclusive of stations, elevated or subgrade to egress to street level, walkways, pedestrian walks, mezzanines, passageways from one platform to another or from one station to another or from one track to another;
26. Highways;
27. Grade crossing eliminations;
28. Docks, decks, piers, runways over water, ramps and loading platforms;
29. Loading, unloading, piling, carrying and handling of materials, including lumber; cleaning lumber;
30. Loading, unloading, and placing of barricades and barriers when work is performed under the jurisdiction of Local 731;
31. Grading;
32. Underpinning of foundations;
33. Cofferdams, shafts, the employment of top laborers on tunnels;
34. Distribution and handling of gasoline, propane gas and other fuel for heaters, etc., as well as handling and hooking up all equipment used in connection therewith;
35. Work not requiring skill and knowledge of a trade;
36. Carrying explosives;
37. Carrying reinforcing steel;
38. Tending, handling and cleaning of foot valves and sump pits;

39. All laborers' work in connection with the handling of all hoses;
40. Digging of holes;
41. Carrying fuel to machinery;
42. Mixing, placing, sandblasting, scarifying, bush hammering, dry packing, guniting and handling concrete, pumpcrete, prepack concrete, colcrete or other similar processes and cement including same for footings, piers, transformers and other holes, pits, trenches, piles, pile caps, retaining walls, underpinning, as well as all work in connection therewith when finishing tools are not required;
43. The application of materials, regardless of type of material and method of application, for protection from the elements for all precast and poured concrete;
44. Surface preparation of caissons and related structures;
45. All laborers' work in conjunction with vibroflotation;
46. The shoveling and packing of sand in sand piles;
47. The placing and pouring of concrete in all types of piles;
48. All concreting in sewers, sewage disposal plants, marine transfer stations, bridges, subways (inclusive of stations, elevated or subgrade to egress to street level, walkways, pedestrian walks, mezzanines, passageways from one platform to another or from one station to another or from one track to another), grade crossing eliminations, cofferdams, shafts, catch basins and dry wells, substations, all utility encasements, ramps, elevated highways; retaining walls and slurry walls;

- 49a. All concrete work, (inclusive of concrete specialist work, if needed), as described above and in addition, the hooking on, signaling and dumping of concrete for tremie work over water on caissons, pilings, abutments, etc.;
- 49b. Setting up and removal of scaffolds in connection with laborers' work;
50. Removal of and handling, cleaning and fastening of all chutes, pipes, concrete buckets and elephant trunks used in placing of concrete as well as setting up and cleaning of conveyor belts used in the placing of concrete;
- 51a. Assisting in the removal of and removing of all wood, steel and other forms for concrete;
- 51b. Cleaning and oiling of all wood, steel and other forms for concrete;
52. The pouring and guniting of concrete, pumpcrete, prepack concrete, colcrete, drypack or other similar processes, whether done by hand or any other process, including pouring and guniting of same for all precast and pre-stressed concrete such as piles, beams, boxes and columns;
53. All laborers' work in connection with chemical soil solidification, slurry walls, concrete cribbing, precast retaining walls, bentonite, mud mixing and all other methods of soil solidification;
54. The handling and placing of grout for post tension cables on bridges, piers, runways and other engineering construction, including all types of grouting;
55. Grouting of all equipment, including all types of grouting materials;

56. The placing and spreading of gilsilate and other insulating materials;
57. Carrying drills, hand tools and waterproofing materials;
58. Installing, handling, loading, unloading, placing, hooking, unhooking, lowering into ditch, aligning, leveling and jointing of corrugated pipe, concrete pipe, plastic pipe, fiberglass pipe, other nonmetallic pipe, cast iron pipe, steel pipe, and ductile concrete lined pipe, and trenchless pipe;
59. In connection with transportation lines, all laborers' work for the clearance of right-of-way preparatory to the installation of the pipe line, the demolition and removal of fences, the digging and trimming of trenches and ditches for pipe lines, work in connection with the bending of pipe except the mechanical work involved, laborers' work in connection with the distribution of pipe and skids and placing of said skids and pipe over the trench;
60. The cleaning, scaling, etc., of the pipe;
61. All laborers' work in connection with the lineup crew, the cleaning, wrapping and doping of pipe before lowering after the welding of joints has been made, the cleaning, wrapping and doping of the pipe in all yards, the work in connection with the lowering of the pipe and the removal of the skids in connection with the backfilling of trenches after the pipe has been laid, all work in connection with cleanup after the pipe has been laid and trenches backfilled, demolition, take-up and reconditioning of old pipe, and pipelining of all kinds;
62. Laborers' work involved in refrigeration plants as well as in manufacturing and handling of ice to cool concrete;

63. Laborers' work on barges and floating equipment, and all other general and miscellaneous laborers' work in connection with the entire operation falling within the jurisdiction of Local 731;
- 64a. Wrapping, doping, coating, and treating of all pipe whether hot or cold, non-mechanical;
- 64b. The fusing and joining of all plastic pipes;
65. The handling of all steel plates;
66. Tending of other trades;
67. Placing of gravel or broken stone whenever or wherever necessary;
68. Grading of crushed stone for playground areas and walks;
69. All concrete work on playgrounds to include curbs, retaining walls, handball courts, swimming pools and wading pools, concrete cribbing and precast retaining walls;
70. All spading, chipping and breaking on foundations;
- 71a. In connection with the use of, and operation of, paving breakers used in chipping and breaking of masonry, concrete, rock and pavement, this can be done by laborers only when drillrunners are not working or available on the job, or where there is less than a day's work to be done. When magazines of the 5th or 4th class are being used, a licensed laborer may be used at the option of the Employers, as powder carriers;
- 71b. Oxy-gun cutting of reinforced concrete, steel, cast iron and granite as well as other related or incidental use of oxy-guns in connection with laborers' work;
- 71c. Use of laser beams in connection with laborers' work;

72. The use of clay spades used in the excavation of firm earth or hardpan and the use of pneumatic tampers;
73. All manual tampers;
74. Power tampers and vibratory rollers controlled by hand;
75. The use of pick-up trucks and/or vans for moving men to and from various job sites, for moving out tools, for picking up water and other pick-up uses;
76. Signaling in connection with the handling of laborers' materials;
77. All hooking and unhooking of buckets, boxes, blasting mats, chaining stone and signaling in connection with hoisting of excavated material by cranes;
78. All chaining of rock and other material handled by the laborers;
79. All digging, concreting, demolition (including the use of a torch for burning where reinforcing rod exists) and removal of existing and old concrete, old pipes not to be reused, removal of concrete slabs and other laborers' duties on and for elevated highways, pedestrian walks, docks, decks, bridges, ramps, runways over water, guard rails, barricades, pumping stations, pollution plants and other engineered structures;
80. Excavating, digging for sidewalks, including that for lighting posts, fence posts, duct lines, including placing of precast concrete boxes;
81. Laying of concrete and tile ducts;
82. Placing precast ducts and telephone or other ducts in subways, streets, shafts and highways;
83. Shafts;

84. Trimming, leveling, ditching by hand in connection with power shovels, cranes, etc.;
85. Pitmen on power shovels;
86. The operating of power buggies;
87. The operating of mechanical concrete cutting saws, hand drills, core drilling and mechanical drills;
88. Servicing and placing of lanterns and lightbombs;
89. Flagmen, fire watchers, signalmen on all construction sites and work defined herein, including, but not limited to, traffic control signalmen at construction sites;
90. Distribution of tools from warehouse, toolhouse, storeroom or shanty, as customarily done; and in connection with the loading and hauling of laborers' tools and materials to and from jobs where laborers represented by Local 731 are engaged in heavy construction or engineering work as was well as other laborers' work;
91. Laborers' work in and on plants set up on job sites;
92. Laborers' work on all concrete on-site plants on job sites;
93. Removal of hazardous waste, hazardous soil, lead abatement, and/or asbestos removal in conjunction with the regular scope of work.
94. General cleanup at the jobsite on all work described in the above numbered items, inclusive of, but not limited to, power washing, vacuuming, blowing, and sandblasting, whether manual, electric or gas powered exclusive of operator driven motor vehicles.
95. Performance of any maintenance work, pursuant to any contract with any government agency, quasi-governmental agency, or

entity to replace or reconstruct any or all work described in the above numbered items.

96. All precast concrete work of any kind, excluding precast beams.
97. All grading, digging, and excavation on all work described in this section C;
98. Manning of the shed and/or scale house;

D. LANDSCAPING IN CONNECTION WITH HEAVY CONSTRUCTION AND ENGINEERING WORK all work in conjunction with all jurisdiction within this category inside and outside property lines, including, but not limited to:

1. Excavating of and for pedestrian walks, curbs and tree pits;
2. Mixing, distributing and placing of topsoil, sod, manure, humus and fertilizer;
3. Grading, backfilling and raking of topsoil;
4. Planting of trees, shrubs, flowers and other decorative plants, as well as their cultivation and maintenance;
5. Seeding;
6. Treetopping;
7. Tree moving;
8. Tree removal;
9. Tree pruning;
10. Tree trimming and tree climbing;
11. Tending and operating aerial lift equipment, grinding machines and stumping machines;

12. Cleaning and slashing of brush and trees by hand or with mechanical cutting methods around power lines or power facilities along the right-of-way on any construction site, along streets and highways;
13. Gardening;
- 14a. Loading and unloading of trees, shrubs and all other materials connected with the work of landscaping from the truck to the site of the job;
- 14b. In connection with watering of top soil, sod, manure, humus, fertilizer, shrubs, flowers, other decorative plants, trees, pits, brush, roads, walks, curbs, etc., the operation of hoses and other equipment connected with water tanks on trucks and similar;
15. Preparing subgrade for landscaping work;
16. Installing of all pipes and tubing for drainage;
17. Ball and burlapping of trees;
18. Spreading of gravel and concreting wherever it may occur in connection with landscaping;
19. Digging tree wells, installation of trees (planting, fertilizing, etc.);
20. Digging for benches on public highways and parks;
21. Rough grading around buildings;
22. Grading for pedestrian walks;
23. Excavating and grading for recreation areas;
24. Removal of hazardous waste, hazardous soil, lead abatement, and/or asbestos removal in conjunction with the regular scope of work.

25. General cleanup at the jobsite on all work described in the above numbered items, inclusive of, but not limited to, power washing, vacuuming, blowing and sandblasting, whether manual, electric or gas powered, exclusive of operator driven motor vehicles.
26. Performance of any maintenance work, pursuant to any contract with any government agency, quasi-governmental agency, or entity to replace or reconstruct any or all work described in the above numbered items.
27. All precast concrete work of any kind, excluding precast beams.
28. All grading, digging, and excavation on all work described in this section D;
29. Manning of the shed and/or scale house;

ARTICLE VII

Wages and Conditions

Section 1 - Hours of Work

Eight (8) continuous hours shall constitute a day's work excluding lunch. Forty (40) hours shall constitute a week's work. Any failure to work these hours gives the Employer the right to pay only for hours actually worked. Where laborers are required to prepare for hazardous materials work prior to the start of their shift, and to remove such specialized clothing and/or equipment after their shift, the Employer shall pay the laborers overtime for such periods of preparation. The Employer may also direct that the preparation be performed as part of their regular shift. The Employer will also provide such laborers with adequate wash up time prior to their lunch break and quitting time.

Section 2 - Shifts

(a) A single shift shall be the continuous eight and one-half (8 1/2) hours, including one-half (1/2) hour for mealtime. On unscheduled overtime work, any Laborer working over eleven (11) hours shall be entitled to an additional one half (1/2) hour meal period.

(b) When two (2) shifts are employed, the work period for each shift shall be a continuous eight and one-half (8 1/2) hours including one-half (1/2) hour for mealtime.

(c) When two (2) or more shifts are employed, single time shall be paid for each shift.

(d) When three (3) shifts are found necessary, each shift shall work seven and one-half (7 1/2) hours, but shall be paid for eight (8) hours of labor, and be permitted one-half (1/2) hour for mealtime.

(e) Varying Shift

On any Monday through Friday inclusive, the Employer can vary the shift commencement of any single, or two or three shifts by two (2) hours before or after normal shift commencement, in one-half (1/2) hour increments for any Employee and/or group of Employees on any shift day, and all work performed during said varied shift shall be paid for at the straight time rate, in conformity with the terms contained in the Agreement. When tide work is involved, the shift time commencement may vary in accordance with the shift times of other trades.

(f) Varying Lunch

The Employer can vary the commencement of the normal lunch period one (1) hour before or after same, for any Employee and/or group of Employees on any day, and all work performed during said varied lunch period shall be paid for at the single time rate in conformity with the terms contained in this Agreement.

Section 3 - Overtime & Holidays

Overtime Defined

On scheduled overtime, including weekends, overtime shall first be offered to the crew who normally works at that job-site with the exception of specialty work. Upon refusal of said overtime, the contractor may bring in laborers from another job-site.

- (a) TIME AND ONE-HALF shall be paid for all work in excess of the regular eight (8) hour day single shift jobs, all work performed before or after the regular eight (8) hour day, starting at 8:00 A.M., except as to Subdivision (e) of Section 2 of this Article VII, shall be paid for at the time and one-half rate. The first eight (8) hours of any and all work performed Monday through Friday, inclusive on any off-shift shall be at the single time rate, in conformity with the terms contained in this Agreement (i.e. if the normal starting time is 7:00 A.M. through 3:30 P.M. each day and overtime is used continuously after the shift ended, or the labor returns within/prior to 6:59 A.M., all overtime hours shall be paid at time and one half. If the normal shift starts at 3:00 P.M. each day and if overtime is used after 11:00 P.M. and continues until 2:59 P.M. within 24 hours, all overtime hours shall be paid at time and one half).

- (b) TIME AND ONE-HALF will be paid for any work performed on Saturdays except that when Saturday is also a holiday to be observed as provided for in Subprovision (e) of this Section 3, double time therefor shall be paid.

- (c) DOUBLE TIME shall be paid for any work performed on Sundays and the legal holidays to be observed as provided in Subprovision (e) of this Section 3 regardless of the day on which the holiday falls.
- (d) Except as provided in Subprovision (e) of Section 2, and Subprovisions (b) and (c) of this Section 3, the work period shall start at 8:00 A.M. Monday and end at 8:00 A.M. on Saturday, e.g.
- (i) on three (3) shift jobs, the last shift shall work its final regular shift from midnight Friday to 8:00 A.M. Saturday for regular single time pay;
 - (ii) time and one-half pay shall be paid for each of the three(3) shifts between 8:00 A.M. Saturday and 8:00 A.M. Sunday and
 - (iii) double time shall be paid for each of the three (3) shifts between 8:00 A.M. of the holiday and 8:00 A.M. of the following morning and between 8:00 A.M. Sunday and 8:00 A.M. Monday.

(e) **Holidays**

Holidays to be observed as such are as follows:

New Year's Day	Columbus Day
Memorial Day	Election Day in Presidential Years
Independence Day	Thanksgiving Day*
Labor Day*	Christmas Day

*Labor Day and Thanksgiving Day shall be paid holidays. All Employees covered by this Agreement shall receive eight (8) hours pay at the single time rate and the Fringe Benefits for

such eight (8) hours shall be paid to the Excavators Union Local 731 Benefit Funds on Behalf of each employee even if such hours are not worked. If the Employee works on said Holidays, he shall receive an additional day's pay at the single time rate. Employees must work at least one (1) day in the calendar week in which the holiday occurs in order to be paid for said holiday.

All holidays which fall on Saturday, with the exception of Independence Day, will not be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday in accordance with State and Federal law.

- (f) **Martin Luther King's Birthday, Day after Thanksgiving, Presidents Day, and Veteran's Day**

Single time if worked, but will not be paid if the Laborer does not work. Memorial Day shall be observed on the last Monday of May. Columbus Day shall be observed on the second Monday in October.

- (g) **Executive Board and Board of Auditors Meetings**

Members of the Executive Board and/or Board of Auditors of the Union shall be excused from work by the Employer and are to be paid only for hours worked in that day inclusive of foreman, when required for Union related meetings, not to exceed one (1) meeting per month. The Union shall provide notice to all members of these boards of such meetings far enough in advance to provide sufficient notice to the Employer.

(h) Physical Examinations

Due to new State and Federal Regulations related to specialized physical examinations now required as a result of work related to the removal and handling of toxic and hazardous materials both parties recognize the need for a Labor/Management Committee to address these concerns. Specifically, the parties have agreed that the Labor/Management Committee shall discuss the additional costs related to specialized examinations mandated by law. The parties are committed to amend this Agreement in accordance with these objectives, upon mutual agreement.

Section 4 - Wages

All wages payable under this Agreement shall become due and be paid on the job once each week. If for any reason the Employer terminates the services of an Employee working under this Agreement, then the accrued wages of the Employee shall be paid to him at the time of termination of employment; otherwise waiting time shall be charged for accrued wages.

If the Employee shall of his own volition leave the services of his Employer, then the Employer may retain his wages until the next regular payday. Employees shall be entitled to waiting time if not paid on regular paydays within working hours.

(a) The rate of wages to be paid per hour to Employees other than Foremen, shall be as follows:

*Effective Date: 7/1/12 7/1/13 7/1/14 7/1/15

*Hourly Wage \$38.70 TBD TBD TBD

* This Agreement between the Parties is a four year agreement from July 1, 2012 through June 30, 2016 with a 2 and three quarter percent (\$1.88) increase for the 1st year, 3 percent (\$2.05) increase for the 2nd year, 3 and one quarter percent (\$2.23) increase the 3rd year, and 3 and one half percent (\$2.40) for the 4th year. Allocation of each yearly increase will be determined by the Union prior to each collective bargaining year (July 1, of each year).

(b) No work shall be performed on any of the holidays referred to in Subprovision (e) of Section 3 of this Agreement unless paid for at the established double time rates for holidays.

Section 4.1 - Payment of Wages by Check

Notwithstanding anything herein to the contrary, Employers shall have the right to make weekly payments of wages by check provided:

- a. All legal requirements are complied with;
- b. Delivery of checks to Laborers shall be at least one day preceding a banking day; and
- c. A satisfactory Surety Bond or cash alternative in accordance with the provisions of Article VIII, Section 8 has been furnished to Laborers Local No. 731 by the Employer.
- d. Check stubs must bear the name of the employer and employers address, the name of the employee, the employee's identification number, the date of the check, the number of hours worked, the wage rate and the period for which the wages are being paid, year to date gross wages, weekly and year to date deductions, and withholdings, and net wages.
- e. At the Unions written request, social security numbers shall be provided by the employer to the Union.

In the event that a salary check is not honored by the bank on which drawn for any reason whatsoever, then the Laborers affected thereby shall be entitled to two (2) hour's pay plus the Employer shall pay all associated bank charges incurred because of inconvenience.

Section 5 - Conditions

(a) Shovels, tools, boots and other implements necessary to perform any kind of labor, including protective gear and equipment for handling hazardous materials, must be furnished by the Employer. A suitable exclusive place, with heat and electricity where feasible, wherein workmen may change their clothes shall be provided by the Employer, upon commencement of line item contract work, and will be of suitable size commensurate with the number of workers on the job site.

(b) In case personal belongings of any worker shall be lost through fire or theft, the Employer shall compensate each such worker for his loss, but such liability shall be limited to a sum not to exceed Two Hundred and Fifty Dollars (\$250.00) for each individual. Evidence of theft must be presented before this provision becomes effective.

(c) When a laborer (a) reports on a job after having been requested to do so by the Employer or (b) when a laborer already working on a job reports for work at his customary starting time, then, in either of such cases, if such laborer is not employed after so reporting on a particular day, the Employer shall pay such laborer two (2) hours wages for so reporting. However, the number of laborers to be paid two (2) hours wages for so reporting shall not exceed the number of laborers requested to report on the job by the Employer. However, when the Employer's failure to provide work is due to bad weather or other conditions beyond the control of the Employer, then, such laborer shall

not be entitled to such payment of wages for so reporting. Whenever a laborer is paid two (2) hours for so reporting, he must remain on the job for two (2) hours unless sooner released by the Employer.

(d) All wages payable under this Agreement shall become due and be paid on the job every week. At no time shall weekly wages be held back more than three (3) days after the last day of the work week. Said wages shall be paid, at the Employer's option, either (a) in cash, in envelopes, on the outside of which shall be plainly marked the Employer's name, the worker's name, his Social Security number, the hours worked and the amount of money enclosed, or (b) by check as per Section 4.1 of this Article.

Any deduction from wages now or hereafter required by law shall also be marked on the face of said pay envelopes. If workers are not paid as specified above, double time shall be paid for the two (2) hours of the regular weekly payday immediately succeeding the regular quitting time of said day and straight time for working time thereafter until paid, not exceeding fourteen (14) hours; provided, however, that the workers report to and remain on the job during the said fourteen (14) hours.

(e) The Contractor shall comply with all Federal, State and local government laws, and all regulations of public utilities concerning safety, health and fire protection.

Section 6 - Use of Intoxicant or Illegal Drug

The use of any intoxicant or illegal drug shall result in immediate dismissal of the Employee(s) involved.

Section 7 - Drug Testing Clause

The Employer and Union agree that, if required by either the Employer or by the Employer's contract with any City, State, Federal, and/or quasi-public agency, and/or alcohol abuse, and the Employees shall comply to the extent required. The Employer shall pay for the cost of the testing program.

The parties to this agreement have established a Department of Transportation ("DOT")-approved random drug testing program administered by a Certified Independent Service. The program is in full compliance with all Department of Transportation regulations, covering members of the union and their Employer's obligations under said regulations. The parties further agree that as a part of this program, a traveling collection facility will be available to be utilized by Employers whose employees are required to be tested.

If the Employer's contract with the Owner requires a more comprehensive drug testing program than provided for in the DOT regulations, the Owner's requirements shall apply.

ARTICLE VIII

Section 1 - Welfare Fund

For the benefit of the Excavators Union Local 731 Welfare Fund (hereinafter called the "Welfare Fund"), the Employee beneficiaries thereof and the eligible dependents of said Employee beneficiaries, each of the Employers shall pay monthly to the Welfare Fund the sums equal to the aggregate of:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$13.50	*TBD	*TBD	*TBD

*Allocation of each yearly increase will be determined by the Union prior to each new collective bargaining year (July 1 of each year), for

each hour worked by all building, concrete, excavating and common laborers and by all Foremen of Laborers employed by each of the Employers in the territorial jurisdiction of Local 731. The foregoing payments shall be based upon hours worked, not on a premium portion of time and one-half or double time rate of pay. All such payments shall be made within thirty (30) days after the conclusion of the month in which such hours were worked.

The Welfare Fund shall pay or provide for the payment of premiums on such policies of group life insurance, of group accidental death and dismemberment insurance, of group accident and health disability benefit insurance, of group medical, dental, drug, surgical, hospital and similar care expenses and/or benefits and also pay or provide for supplemental unemployment, disability, retirement, death and/or other supplemental benefits as well as such other welfare benefits as the Trustees of said Welfare Fund, in their discretion, may determine to provide (i) for such eligible laborers, their eligible spouses and/or other eligible dependents as determined by said Trustees and (ii) for such eligible retired building concrete, excavating, and/or common laborers receiving benefits from the Excavators Union Local 731 Pension Fund, their eligible spouses and/or other eligible dependents as determined by said Trustees.

Such Welfare Fund shall provide the insurance necessary to qualify the Welfare Fund with an approved plan of insurance coverage to comply with the New York State Disability Insurance Law for all laborers and foremen referred to in the first paragraph of this Article VIII. No payroll deductions permitted under the Disability Benefit Law are to be made by the Employers from the pay of any such laborers or foremen. The Welfare Fund shall pay all amounts required to be paid as and for the

Employer and Employee contributions in compliance with the said Disability Benefit Law.

The Welfare Fund shall continue to be administered by Trustees, one-half (1/2) of whom shall be designated by Local 731 and the other one-half (1/2) of whom shall be designated by the G.C.A.

Each of the Employers shall comply with, and abide by, all rules, regulations, conditions, provisions and bylaws made, established and promulgated by said Trustees for the administration of said Welfare Fund.

Every present and future salaried regular Employee of Local 731, the Welfare Fund, the Excavators Union Local 731 Pension Fund, the Excavators Union Local 731 Annuity Fund and the LIUNA Local 731 Training Fund other than those of said Employees who are members of another union and participate in a welfare plan set up for the members of said other Union, may participate in the benefits provided herein for Employees of the Employers for whose benefit the aforementioned contributions are made to the Welfare Fund, provided that contributions at the rates hereinbefore stated are made to the Welfare Fund for or on behalf of said Employees of Local 731, the Welfare Fund, the Excavators Union Local 731 Pension Fund, the Excavators Union Local 731 Annuity Fund, and the LIUNA Local 731 Training Fund by the respective Employers of said Employees on the same basis as outlined in the first paragraph of this Section 1 of Article VIII.

In order to provide for participation in the programs provided by the New York State Laborers and Employers Health and Safety Trust, an additional five cents (\$0.05) per hour for each hour worked shall be paid as part of the employer's contribution to the Excavators Union Local 731 Welfare Fund. This amount is included in the Welfare Fund Contribution listed in Section 1 of Article VIII.

Section 2 - Pension Fund

For the benefit of the Excavators Union Local 731 Pension Fund (hereinafter called the "Pension Fund"), the Employee beneficiaries thereof and the eligible dependents of said Employee beneficiaries, each of the Employers shall also pay monthly to the Pension Fund the sums equal to the aggregate of:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$13.00	*TBD	*TBD	*TBD

*Allocation of each yearly increase will be determined by the Union prior to each new collective bargaining year (July 1 of each year), for each hour worked by all building, concrete, excavating and common laborers and by all Foremen of Laborers employed by each of the Employers in the territorial jurisdiction of Local 731. The foregoing payments shall be based upon hours worked, not on a premium portion of time and one-half or double time rate of pay. All such payments shall be made within thirty (30) days after the conclusion of the month in which such hours were worked.

The Pension Fund shall continue to be administered by Trustees, one-half (1/2) of whom shall be designated by Local 731 and the other one-half (1/2) of whom shall be designated by the G.C.A.

Each of the Employers shall comply with, and abide by, all rules, regulations, conditions, provisions and bylaws made, established and promulgated by said Trustees for the administration of said Pension Fund.

Every present and future salaried regular employee of Local 731, the Welfare Fund, the Pension Fund, the Excavators Union Local 731 Annuity Fund, and the LIUNA Local 731 Training Fund other than those of said employees who are members of another union and participate in a pension plan set up for the members of said other union, may participate in the

benefits provided herein for employees of each of the Employers for whose benefit the aforementioned contributions are made to the Pension Fund provided that contributions at the rates hereinbefore stated are made to the Pension Fund for or on behalf of said employees of Local 731, the Welfare Fund, the Pension Fund, the Excavators Union Local 731 Annuity Fund, and the LIUNA Local 731 Training Fund by the respective Employers of said employees on the same basis outlined in the first paragraph of this Section 2 of Article VIII.

Section 3 - Annuity Fund

For the benefit of the Excavators Union Local 731 Annuity Fund (hereinafter called the "Annuity Fund"), the Employee beneficiaries thereof and the eligible dependents of said Employee beneficiaries, each of the Employers shall also pay monthly to the Annuity Fund the sums equal to the aggregate of:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$4.70	*TBD	*TBD	*TBD

*Allocation of each yearly increase will be determined by the Union prior to each new collective bargaining year. (July 1 of each year), for each hour worked by all building, concrete, excavating and common laborers and by all foremen of laborers employed by each of the Employers in the territorial jurisdiction of Local 731. The foregoing payments shall be based upon hours worked, not on the premium portion of time and one-half or double time rate of pay. All such payments shall be made within thirty (30) days after the conclusion of the month in which such hours were worked.

The Annuity Fund shall be administered by Trustees, one-half (1/2) of whom shall be designated by Local 731 and the other one-half (1/2) of whom shall be designated by the G.C.A.

Each of the Employers shall comply with, and abide by, all rules, regulations, conditions, provisions and bylaws made, established and promulgated by said Trustees for the administration of said Annuity Fund.

Every present and future salaried regular employee of Local 731, other than those of said employees who are members of another union and participate in an annuity plan set up for the members of said other union, may participate in the benefits provided herein for employees of the Employers for whose benefits the aforementioned contributions are made to the Annuity Fund, provided that contributions at the rates hereinbefore stated are made to the Annuity Fund for or on behalf of said employees of Local 731, by Local 731 on the same basis outlined in the first paragraph of this Section 3 of this Article VIII.

Section 4 - LIUNA Local 731 Training Fund

For the benefit of the LIUNA Local 731 Training Fund (hereinafter called the "Training Fund"), the Employee beneficiaries thereof and the eligible dependents of said Employee beneficiaries, each of the Employers shall also pay monthly to the Training Fund the sums equal to the aggregate of:

Effective Date: 7/1/12 7/1/13 7/1/14 7/1/15

\$.45 *TBD *TBD *TBD

*Allocation of each yearly increase will be determined by the Union prior to each new collective bargaining year (July 1 of each year), for each hour worked by all building, concrete, excavating and common laborers and by all Foremen of Laborers employed by each of the Employers in the territorial jurisdiction of Local 731. The foregoing payments shall be based upon hours worked, not on premium portion of time and one-half or double time rate of pay.

All such payments shall be made within thirty (30) days after the conclusion of the month in which such hours were worked.

The Training Fund shall be administered by four Trustees, two of whom shall be designated by Local 731 and the other two of whom shall be designated by the G.C.A.

Each of the Employers shall comply with, and abide by, all rules, regulations, conditions, provisions and bylaws made, established and promulgated by said Trustees for the administration of said Training Fund.

Every present and future salaried regular employee of Local 731, the Welfare Fund, the Pension Fund, the Annuity Fund and the Training Fund may participate in the benefits provided herein for employees of each of the Employers for whose benefit the aforementioned contributions are made to the Training Fund, provided that contributions at the rates hereinbefore stated are made to the Training Fund for or on behalf of said employees of Local 731, the Welfare Fund, the Pension Fund, the Annuity Fund and the Training Fund by the respective Employers of said employees on the same basis outlined in the first paragraph of this Section 4 of Article VIII.

The Training Fund shall also train apprentices employed by contributing employers.

Any apprentice hired shall work as a productive member of the crew.

Section 5(a) - Union Membership Supplemental Dues

Each of the Employers shall also deduct weekly from the gross wages of each member of Local 731 employed by his Employer in the territorial jurisdiction of Local 731 the following sums:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$1.20	\$1.20	\$1.20	\$1.20

for each hour worked during said periods by each such member who has executed an authorization permitting, allowing or authorizing such deduction for or on account of supplemental membership dues due, or to become due, from such member to Local 731. The foregoing payments shall be based upon hours worked, not on premium portion of time and one-half or double time rate of pay. Within thirty (30) days after the conclusion of the month in which such hours are worked by each such Local 731 member, each of the Employers shall pay to Local 731 the aggregate of all such amounts deducted during such concluded month from the wages of each such member of Local 731. Each such monthly payment shall be made by each of the Employers to Local 731 at the same time that payment is made by each of the Employers to Excavators Union Local 731 Welfare Fund, Excavators Union Local 731 Pension Fund, Excavators Union Local 731 Annuity Fund and the LIUNA Local 731 Training Fund of the amounts required to be paid to each of said Funds pursuant to the provisions contained in the first paragraphs of Sections 1,2,3 and 4 of this Article VIII. No obligation or responsibility of any kind is assumed by the Welfare Fund, the Pension Fund, the Annuity Fund or the Training Fund for the collection of said amounts. The only obligation of the Welfare Fund, Pension Fund, Annuity Fund and the Training Fund with respect to the remittances required to be sent or sent by each of the Employers to Local 731, by remittance(s) payable to Local 731, as aforementioned, is limited to the Fund(s) receiving same, sending or delivering to Local 731, not less frequently than quarter annually, all such remittances actually received by the Welfare Fund, Pension Fund, Annuity Fund and/or the Training Fund, less the costs to said Fund(s) of administration with respect to the collection of said amounts so deducted during such concluded month from the wages of each such member of Local 731, the

bookkeeping, accounting, and forwarding or delivery of said remittances to Local 731, as well as the setting up of the machinery and procedures relating to such collection and remittance. Local 731 agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Dues Checkoff except those arising from the failure or refusal of the Employer to duly pay to Local 731, as hereinbefore provided, any and all amounts deducted from the wages of each of the Local 731 members referred to in the first sentence of this Section 5(a) as provided in the third and fourth sentences of this Section 5(a).

Section 5(b) - Political Action Committee

The Employer agrees to deduct and transmit to the New York Laborers' Political Action Committee the following sums:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$.05	TBD	TBD	TBD

for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the authorization forms provided for that purpose by the Union. These transmittals shall be made within thirty (30) days after the conclusion of the month in which said hours are worked. The Employer shall list the names of the Employees for whom such deductions have been made and the amount deducted for each such Employee in the Employer's monthly report showing Welfare Fund contributions, Pension Fund contributions, Annuity Fund contributions, Training Fund contributions, dues checkoff, etc. Local 731 agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said deductions for

contributions to the New York Laborers' Political Action Committee except those arising from the failure or refusal of the Employer to duly pay to the New York Laborers' Political Action Committee, as hereinbefore provided, any and all amounts deducted from the wages of each such authorizing Employee referred to in the first sentence of this Section 5b as provided in the second sentence of this Section 5b.

Section 5(c) - Duties of Employer To Funds With Respect To New Hires

The Employer will, as part of his monthly reporting procedures, add the name, social security number and address of new hirees working under the jurisdiction of Local 731, and the job location(s) of their current projects on forms provided by the Funds.

Section 6 - Heavy Construction Industry Fund

For the benefit of the Heavy Construction Industry Fund (hereinafter called "Heavy Construction Industry Fund"), each of the Employers shall also send monthly to the Welfare Fund its (the Employer's) remittance payable to the Heavy Construction Industry Fund for the aggregate of the sums of thirty-five cents (\$0.35) effective July 1, 2002, by all building, concrete, excavating and common laborers and by all Foremen employed by each of the Employers in the territorial jurisdiction of Local 731, with the distinct understanding, however, that in connection therewith, except as hereinafter provided in the succeeding sentence hereof, the Welfare Fund neither assumes nor has any obligation or responsibility of any kind to anyone for the collection of said sums or otherwise. The foregoing payments shall be based upon hours worked, not on premium portion of time and one-half or double time rate of pay. The Welfare Fund's only obligation with respect to said remittances required to be sent by each of the Employers to the Welfare Fund by remittance payable to the Heavy Construction Industry Fund, as aforementioned, is

limited to the Welfare Fund sending to the Heavy Construction Industry Fund not less frequently than monthly, all such remittances actually received by the Welfare Fund from Employers less than the Fund's cost of administration with respect to the collection of said contributions, the bookkeeping, accounting and forwarding of said remittances to the Heavy Construction Industry Fund as well as the setting up of machinery and procedures relating to such collection and remittance. All remittances of the sums referred to in the first sentence of this Section 6 shall be sent by each of the Employers to the Welfare Fund within thirty (30) days after the conclusion of the month in which the hours referred to in said first sentence were worked by the laborers and Foremen referred to in said first sentence.

Section 7(a)

Summary of Hourly Wages, Fringes, etc., for Laborers Other than Foremen:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
Hourly Wage	\$38.70	*TBD	*TBD	*TBD
Fringe Benefits	\$31.65			
Total Wage &				
Fringe Benefits	\$70.35			
H.C.I.F.	\$ 0.35			

Section 7(b)

Summary of Hourly Wages, Fringes, etc., for Foremen:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
Hourly Wage	\$41.20	*TBD	*TBD	*TBD
Fringe Benefits	\$31.65			
Total Wage &				
Fringe Benefits	\$72.85			
H.C.I.F.	\$0.35			

*Allocation of each yearly increase will be determined by the Union prior to each new collective bargaining year, (July 1 of each year).

Section 7(c) Checkoffs:

1. The employer shall deduct the following supplemental dues checkoff from the wages:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$1.20	\$1.20	\$1.20	\$1.20

2. The Employer shall deduct the following sums for the Political Action Committee:

Effective Date:	7/1/12	7/1/13	7/1/14	7/1/15
	\$.05	TBD	TBD	TBD

Section 7(d)

New York State Laborers-Employers Cooperation and Education Trust

The Employers and Local 731 recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employers and Local 731 also recognize that workers as well as business benefit from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employers and Local 731 agree to participate in the New York State Laborers-Employers Cooperation and Education Trust ("LECET") which is established in accordance with Section 302(c)(9) of the Taft-Hartley Act [29 U.S. Code Section 186(c)(9)].

Each Employer shall pay to the New York State LECET ten cents (\$0.10) for each hour worked by all building, concrete, excavating and

common laborers and by all foremen of laborers employed by each employer in the territorial jurisdiction of Local 731. All such payments shall be made within thirty (30) days after the conclusion of the month in which said hours were worked. The Employer shall list the names of the Employees for whom such contributions have been made and the amount contributed for each such Employee in the Employer's monthly report showing Excavators Local 731 Welfare, Pension, Annuity, and Training Funds (collectively "Benefits Funds") contributions, dues checkoff, etc.

Such payments shall be sent, monthly, to the Benefits Funds with the understanding, however, that the Benefits Funds neither assume nor have any obligation or responsibility of any kind to anyone for the collection of said sums or otherwise. The Benefits Funds' only obligation with respect to said remittance is limited to sending same to the New York State LECET, not less frequently than monthly.

Section 8(a) - Bonding

Each of the Employers shall provide a surety company bond to guarantee payment of wages as well as payment to the Welfare Fund, the Pension Fund, the Annuity Fund and the Training Fund of all contributions of fringe benefits required to be paid pursuant to the provisions of Sections 1, 2, 3 and 4 of this Article VIII.

Such bonds shall be in the following amounts:

if the Employer employs 1 to 10 workers:	\$ 25,000.00
if the Employer employs 11 to 20 workers:	\$ 50,000.00
if the Employer employs 21 to 50 workers:	\$100,000.00
if the Employer employs over 50 workers:	\$100,000.00 plus \$2,500.00 for each worker in excess of 50 workers

Upon signing this agreement, an Employer shall, within six weeks, provide the requisite bond or submit a letter of rejection from a

licensed surety bond company establishing to the satisfaction of Local 731 that the contractor is unable to obtain a bond. In the event the contractor is unable to obtain such bond, the contractor must deposit the cash alternative provided for in Section 8(b) of this Article VIII.

If neither the bond nor the cash alternative is received by Local 731 within six weeks after the signing of the agreement, Local 731 may remove such contractor's laborers without notice. During the six week grace period for obtaining the bond, the contractor must make weekly payments until the bond is provided or the requisite cash alternative is provided to the Union. If no weekly payment is received at the end of three weeks, the contractor's laborers may be removed without notice. Upon the expiration of the term of the bond required by this section, or cancellation of same for any reason, the employer's laborers may be removed upon three (3) business days prior written notice from the Union to the Employer.

Section 8(b) - Cash Alternative to Bond

In the event the Employer has established to the satisfaction of Local 731 that it is unable to obtain such surety company bond, it shall deliver to and deposit with Local 731 a cash alternative of \$5,000 per Employee. In the event monthly contributions exceed the bond amount or in the event the Employer has provided a cash deposit alternative to a bond and the monthly amount due for any month exceeds the sum on deposit, the Employer shall be required to increase the penal sum of the bond or said cash deposit alternative, as the case may be, upon ten (10) days written notice. In the event the Employer fails to provide such increased bond or increase said cash deposit, Local 731 may, upon fifteen (15) days further written notice, remove the workers under its jurisdiction. The cash alternative payment shall be made by certified

check, bank cashiers check, or bank money order. Such payment shall be maintained in a regular or general bank account maintained by the Excavators Union Local 731 Benefits Funds in order to secure payment of any and all contributions due and to become due from the Employer to the Trustees of the Funds and said Trustees may deliver any part or all of said sum on deposit, to said Trustees in their exclusive discretion and whenever it is deemed advisable by said Trustees to do so, without further notice to the Employer, to use and apply part or all of said proceeds to the payment of any or all amounts due to the Funds pursuant to Article VIII hereof. No interest shall accrue for, be payable to or accountable to the Employer on said proceeds while same or any part thereof remains on deposit and said proceeds may be commingled by the Trustees of the Funds with any other monies on deposit.

Such cash deposit alternative shall be applied against the last month's fringe benefits contributions due from the employer to the Funds at the termination of employer's performance of jurisdictional work, upon any other cessation of operations by the employer, or upon the filing, by the employer, for protection under the Bankruptcy Laws of the United States.

Section 9 - Method of Payment

The Union and Employer agree that the payment of all benefits shall be by one check made payable to the order of the Excavators Union Local 731 Benefits Funds. Said check shall be made out to a depository account and then shall be allotted in accordance with this collective bargaining agreement.

The Employer recognizes that when the payment of fringe benefit contributions to Excavators Union Local 731 Benefits Funds, or remittance of Union membership supplemental dues check-offs to the Union, pursuant

to the Agreement is made by check or other negotiable instrument which is returned uncollected, Excavators Union Local 731 Benefits Funds and/or the Union incur additional cost and expense. The Employer hereby agrees that in the event any payment to the Excavators Union Local 731 Benefits Funds, or the Union, by check or other negotiable instrument, results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of \$100.00 to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall be interpreted, to mean that the Excavators Union Local 731 Benefits Funds, or Union, waive any other remedies including, but not limited to any liquidated damages required to be paid pursuant to this Agreement, in the event Employer contributions are not paid in full and at the time required.

Section 10 - Records - Reports - Liability

Each of the Employers shall promptly furnish to the Trustees of said Welfare Fund, the Trustees of said Pension Fund, the Trustees of said Annuity Fund, the Trustees of said Training Fund and the Trustees of said Heavy Construction Industry Funds, on demand, any and all wage records relating to all building, concrete, excavating and common laborers and all Foremen of said laborers employed by each of the Employers in the territorial jurisdiction of Local 731. Besides such wage records, each of the Employers shall also provide to the Trustees, together with the payment of such contributions or, at such other intervals as the Trustees may request, written reports as to the wages paid to, and work records of, said laborers and Foremen, other payroll data, such as social security, unemployment insurance and compensation insurance records as well as any and all other data pertaining thereto and the contributions

due or payable to the said Funds as the Trustees of said Funds may now or hereafter require.

The books and records of the Employer shall be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Trustees of the Welfare, Pension, Annuity, Training and Heavy Construction Industry Funds. In addition, the books, records, information and documentation of any subsidiary, "alter ego" when performing work under the jurisdiction of Local 731 or joint venture of the Employer shall also be made available, at all reasonable times, for inspection and audit by, but not limited to, the accountants, independent auditors or other representatives of the Welfare, Pension, Annuity, Training and/or Heavy Construction Industry Funds.

The Employer shall retain, for a minimum period of six (6) years, all records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full. If after the Trustees have made a reasonable request, the Employer fails to produce the documentation necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours during the last twelve (12) months for which reports were filed. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Before making such determination, the Trustees shall give seven (7) days written notice to the Employer. Nothing herein shall mean that the Funds

relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

When auditors are sent to audit the books and records of an Employer, and an appointment time is scheduled, and not canceled or rescheduled in a timely manner and the auditor cannot start at the appointed time and date and must return, through no fault of his own, the Employer shall be penalized and pay to the Benefits Fund the sum of two hundred fifty dollars (\$250.00) per auditor.

Any Employer whose account with the Welfare, Pension, Annuity, Heavy Construction Industry or Training Funds is found by the Trustees, upon regular or special audit, to be substantially delinquent (over \$1,000.00) is to be charged the full cost of this audit.

Where payment is made or an audit is conducted pursuant to a judgment or Court order, the Employer recognizes the right of the Trustees of Excavators Union Local 731 Benefits Fund to have the Court enter an order permanently enjoining the Employer and its agents, representatives, directors, officers, stockholders, successors and assigns, for the remaining term of this Agreement from failing, refusing or neglecting to submit the required contributions to Excavators Union Local 731 Benefits Funds and requiring the Employer to cooperate in an audit in accordance with the provisions of this Agreement. Once a decision has been rendered by the Courts, it shall be considered final and binding.

Any Employer who is delinquent in paying its monthly contributions to the Excavators Union Local 731 Benefits Funds shall pay interest of ten percent (10%) per annum on all late payments or such amount of interest as the U.S. Department of Labor or the Internal Revenue Service may permit Trustees of employee benefit funds to collect for late payment of contributions, whichever amount is greater.

If any of the Employers does not fully and duly report or timely pay all amounts due as contributions to any or all of said funds in accordance with the above provisions, in any arbitration as provided herein, or in any action under the Multi-Employer Pension Plan Amendments Act of 1980 (hereinafter "Title") by a fiduciary for or on behalf of any or all of the Funds to enforce payment of contributions or to enforce Section 306 of the Title in which a judgment in favor of any or all of the Funds is awarded, the arbitrator or the Court shall award the Fund(s):

- A) the unpaid contributions;
- B) interest at the rate of ten percent (10%) on the unpaid contributions;
- C) an amount equal to the greater of -
 - i) interest on the unpaid contributions, or
 - ii) liquidated damages provided for under the plan in an amount not in excess of 20 percent;
- D) reasonable attorney's fees and costs of the action, to be paid by the respondent or defendant; and
- E) such other legal or equitable relief as the arbitrator or the court deems appropriate.

ARTICLE IX

Work Stoppage for Default in Payment of Wages and/or Welfare Pension and Annuity Payments

Section 1

Should any Employer default in making payment, when due, of any of the wages required to be paid pursuant to Article VII, Section 4 of this Agreement and such default/defaults continue after three (3) working days written notice thereof is given to it (said defaulting Employer), pursuant to Article IV, Section 1, following which, or as a result of which, Local 731 removes or causes to be removed from any job any of the workers under its jurisdiction, then, and in either of such events, said Employer shall pay to each of such Employees, so removed, the amount of compensation lost by such Employees as a result of such removal, not exceeding, however, in any event, the equivalent of three (3) days pay at the straight time rate and Fringe Benefits. This clause notwithstanding, when an Employer declares itself or is declared under Chapter XI to be bankrupt and said Employer is then delinquent to the Funds, the Union in that instance may then remove its workers from the employ of said Employer. If Laborers are removed from a job for any reason under this Agreement upon which wages, working dues, check-offs, PAC contributions or contributions to the Local 731 Trust Funds are unpaid, Laborers may refuse to return to work thereon until these wages, working dues check-offs, PAC contributions and/or contributions to the Laborers Local 731 Trust Funds are paid.

Section 2 - Removal of Workers upon Default

Should any Employer default in making payment, when due, of any of the amounts or contributions required to be paid to the Welfare Fund, the Pension Fund, the Annuity Fund and/or the Training Fund pursuant to Article VIII of this Agreement, and such default(s) continue(s) after three (3) working days written notice thereof is given to it (said defaulting Employer) in any manner provided in the Articles detailing "Notices" following which, or as a result of which, Local 731 removes or causes to be removed from any job any of the workers under its jurisdiction, then, and in either of such events, said Employer shall pay to each of such Employees, so removed, the amount of compensation lost by such Employee as a result of such removal, not exceeding, however, in any event, the equivalent of three (3) days pay at the straight time rate. This clause notwithstanding, when an Employer declares itself or is declared under Chapter XI to be bankrupt and said Employer is then delinquent to the Funds, the Union in that instance may then remove its workers from the employ of said Employer.

Section 3 - Arbitration

Should any controversy, dispute or disagreement arise between the parties hereto, the Union and any of the Employers or any of the Employers and the Excavators Union Local 731 Welfare Fund (Welfare Fund), the Excavators Union Local 731 Pension Fund (Pension Fund), the Excavators Union Local 731 Annuity Fund (Annuity Fund), LIUNA Local 731 Training Fund (Training Fund) and/or the Heavy Construction Industry Fund, regarding or with respect to the payment or alleged nonpayment of any of the wages required to be paid to laborers and Foremen of laborers

pursuant to Article VII hereof or contributions required to be paid to the Welfare Fund, the Pension Fund, the Annuity Fund and/or the Training Fund pursuant to Sections 1,2,3 and/or 4 of Article VIII hereof, interest on said contributions, liquidated damages, attorney's fees and/or costs as provided in Section 10 of Article VIII hereof, the union membership supplemental dues checkoff pursuant to Article VIII, Section 5(a) to the Union and any of the payments due to the Heavy Construction Industry Fund, pursuant to Section 6 of Article VIII hereof, then, and in any such event, any of the parties hereto, any of the Employers, the Union, the Welfare Fund, the Pension Fund, the Annuity Fund, the Training Fund, the Heavy Construction Industry Fund and/or the Trustees of one or more of said Funds or the attorney(s) for any one or more of them, may seek arbitration of said controversy, dispute or disagreement of any claim(s) arising therefrom. Any such controversy, dispute or disagreement shall be submitted to arbitration before a single arbitrator who is one of the impartial arbitrators designated below by serving upon the other party or parties to such controversy, dispute or disagreement, a demand for arbitration or a notice of intention to arbitrate, specifying the agreement pursuant to which arbitration is sought and the name and address of the party serving the notice, and the name and address of an officer or agent thereof if such person is an association or a corporation, and stating that unless the party served applies to stay the arbitration within twenty (20) days after such service, he/she/they/it shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time. Such notice or demand shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. An application to stay arbitration must be made by

the party served within twenty (20) days after service upon him/her/them/it of the notice or demand, or he/she/they/it shall be so precluded. Notice of such application shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. Service of the notice of application may be made upon the adverse party, or upon his/her/their/its attorney if the attorney's name appears on the demand for arbitration or the notice of intention to arbitrate. Service of the notice of application by mail shall be timely if such notice of application is posted within the prescribed period. A hearing shall be held before such impartial arbitrator at a time, date and place designated by him within twenty (20) days after the expiration of the aforementioned twenty (20) day period and such impartial arbitrator shall make his award within twenty (20) days after the date of the closing of the hearing before him. The arbitrator shall have full and complete authority and power to decide any and all issues raised by the submission and to award appropriate damages, including, but not limited to the amount of wages found to be due, the amount of the unpaid contributions, interest thereon, liquidated damages, reasonable attorney's fees and the costs of the arbitration as prescribed in Section 10 of Article VIII of the within agreement plus the amount of the fees to be paid to the arbitrator, all of which shall be included in the award and be paid by the losing party. Such arbitrator, in his sole and unreviewable discretion, may receive and consider the evidence of witnesses by affidavit but shall give such affidavit only such weight as the arbitrator deems it (said affidavit) to be entitled after giving consideration to any objections made to its admission. The award of such arbitrator shall be final, binding and

conclusive upon the parties and judgment upon any award rendered by such arbitrator may be entered in any Court having jurisdiction thereof.

The arbitrator shall serve, in order, from a panel of two, as follows:

- 1) Stephen F. O'Beirne, Esq., 176 Washington Avenue Clifton, New Jersey 07011
- 2) Thomas J. Hanrahan, Esq., P.O. Box 140, Glen Rock, New Jersey 07452-0140.

If either arbitrator is not available or is unable or unwilling to serve for any reason, the other of them shall serve. If both are unwilling or unable to serve as such impartial arbitrator, then, and in that event, in their place and stead, the Chairman of the Employment Relations Board of the New York State Department of Labor shall designate and appoint an impartial arbitrator to serve.

The foregoing agreement of the parties to submit such controversy, dispute or disagreement or any claim arising therefrom, to an impartial arbitrator does not excuse any Employer or officer(s) of any Employer from any statutory, civil or criminal liability which may attach to or result from the failure of any such Employer to make payment of the aforementioned contributions, interest, liquidated damages, attorney's fees and/or costs as provided in the last paragraph of Article VIII, Section 10 hereof. If the amount awarded by such impartial arbitrator is not paid within five (5) days after the making of such award, and Local 731 has not already removed or caused to be removed any of the Laborers and Foremen under its jurisdiction pursuant to Section 1 of

Article IV hereinabove, Local 731 may remove or cause to be removed from any job of said Employer any of the laborers and Foremen of laborers under the jurisdiction of Local 731 employed thereon and, in such event, the Employer shall pay to each of those of such laborers and Foremen of laborers so removed, the amount of compensation lost by him as a result of such removal, not exceeding, however, in any event, the equivalent of three days' pay at straight time rates.

Section 4

The Employer hereby agrees to be bound by and to all terms and conditions of the Agreements and Declarations of Trust, as though it had actually signed the individual documents and further agrees to be bound by all actions taken by the Trustees of Excavators Local Union 731 Benefits Funds pursuant to said Agreements and Declarations of Trust, as amended, and their respective Plans, as amended, by all By-Laws, rules and resolutions adopted to regulate each of the Excavators Union Local 731 Benefits Funds.

ARTICLE X

Legality

Section 1

Any provisions of this Agreement which provide for union security or employment in a manner and to any extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby are of no force or effect during the term of any such prohibition. It is agreed that there shall be no discrimination against any Employee or prospective Employee in violation of the law. It is understood and agreed, however, that if any of the provisions which are hereby declared

to be of no force or effect because of restrictions imposed by law are determined either by an Act of Congress or other legislative enactment or by a decision of the Court of highest recourse to be legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. Local 731 reserves the right to renegotiate any of the provisions which may be of no force or effect. In the event that there shall be a change in applicable laws as to union security, the parties shall renegotiate any provisions concerning union security.

Section 2

In the event that any provisions of this Agreement shall be declared to be in violation of the law, the remaining provisions of this Agreement shall remain in force and effect.

ARTICLE XI

Notices

All notices required to be given pursuant to this Agreement except for the Notice of and Demand for Arbitration provided in Section 2 of Article IV or Section 3 of Article IX of this Agreement shall be in writing and may be delivered in person, by facsimile transmission, by ordinary first class mail, by certified mail, return receipt requested or by overnight guaranteed-next-day-delivery service to the Contractor.

ARTICLE XII

Execution of Agreement

If this Agreement is executed on behalf of any one of the Employers who is/are a male and/or a female person(s), or a combination of either of them, or a combination of either or any of them and a corporation, then, and in any such event(s) the relative words herein shall be read as if written in the masculine or feminine gender, or in the plural, as the case may be.

ARTICLE XIII

Term of Agreement

The term of this Agreement shall commence on and as of the 1st day of July 1, 2012 and shall terminate at midnight June 30th, 2016, and shall remain in full force and effect from year to year thereafter, unless written notice of termination of this agreement shall be given by either party, sixty (60) days prior to the date of termination of this agreement and each extension period. The provisions of this agreement, after the original term of six (6) years, will be those provisions negotiated and agreed to by Local 731 and The General Contractors Association of New York, Inc. or any successor or substitute.

ARTICLE XIV

Intent of Agreement

This Agreement supersedes and takes the place of all agreements heretofore made, as of July 1, 2012, by and between the parties hereto. This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

This Agreement may not be altered, modified or changed in any way unless any such proposed alteration, modification or change is in writing, is approved by the Union and is initialed or signed by an officer of the Union at the location in the Agreement of such proposed alteration, modification or change.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated in Article XIII hereof.

EMPLOYER:

BUILDING, CONCRETE, EXCAVATING
& COMMON LABORERS' UNION
LOCAL NO. 731 OF GREATER
NEW YORK, LONG ISLAND & VICINITY

BY: P+T II Contracting Corp
(Full and Exact Name of Employer)

BY: [Signature]
Frank Biancaniello
President

BY: [Signature] Pres
(Signature & Title of Principal Officer)

BY: [Signature]
Joseph D'Amato
Business Manager

BY: Lenny Pereira
(Print Name of/Signing Principal Officer)

BY: [Signature]
Frank P. Ombres
Secretary-Treasurer

Dated: 7-1-12

APPENDIX A
UTILITY RATES

The Employees working under these rates receive full Pension,
Welfare, Training and Annuity Contributions

LABORERS LOCAL 731
UTILITY RATES

1. UTILITY FOREMAN

<u>Effective Date</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Hourly Wage	\$41.05	*TBD	*TBD	*TBD
Fringe Benefits	<u>\$31.65</u>			
Total Wage & Fringe Benefits	\$72.70			
H.C.I.F.	\$ 0.35			

2. UTILITY LABORER

<u>Effective Date</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Hourly Wage	\$38.55	*TBD	*TBD	*TBD
Fringe Benefits	<u>\$31.65</u>			
Total Wage & Fringe Benefits	\$70.20			
H.C.I.F.	\$ 0.35			

*Allocation of each yearly increase will be determined by the Union prior
to each new Collective Bargaining year, (July 1 of each year)

SPECIAL NOTE: DUES CHECKOFF

The Employer shall deduct the following supplemental dues checkoffs
from the above wages:

<u>Effective Date:</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
	\$1.20	\$1.20	\$1.20	\$1.20

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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: P+T II Contracting Corp.
Bidder's Address: 2417 Jencks Tower #315, Garden City Park, NY 11040
Bidder's Telephone Number: 718-206-0245
Bidder's Fax Number: 718-206-0083
Date of Bid Opening: 10-22 - November 6, 2015
PROJECT ID: HWPI4QTA

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: 9-3-15

By: 
(Signature of Partner or corporate officer)

Print Name: Lenny Pereira

- (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: Lenny Pereira

(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, Lenny Rereira, 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: P+T II Contracting Corp.

Vendor's Address: 2417 Jericho Turnpike #315 Garden City Park, NY 11040

Vendor's EIN or TIN: 20-4708892 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: 8-31-15

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 Lenny Pereira	9-3-15	
2 Daniel McCallan	9-3-15	
3 Bil Gomes	9-3-15	
4 Lenny J Pereira	9-3-15	
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:

Lenny Pereira

Name (Print)

President

Title

P+T II Contracting Corp.

Name of Submitting Entity

Signature

11-6-15

Date

CLAUDIA J WHITFIELD

NOTARY PUBLIC-STATE OF NEW YORK

No. 01WH5004514

Qualified in Queens County

My Commission Expires November 16, 2018

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: 11-6-15

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, Lenny Pereira, 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.

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Vendor's EIN or TIN: 20-4708892 Requesting Agency: DOC

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: 9-3-15

Signature date on change submission for the submitting vendor: _____

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4 Lenny J Pereira	9-3-15	
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:

Lenny Pereira
Name (Print)

President
Title

P+T II Contracting Corp.
Name of Submitting Entity

[Signature] 11-6-15
Signature Date

Notarized By:

[Signature]
Notary Public

CLAUDIA J WHITFIELD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH5004514
Qualified in Queens County
My Commission Expires November 16, 2018
2018
County License Issued License Number

Sworn to before me on: 11-6-15
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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


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

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.



SIGNATURE

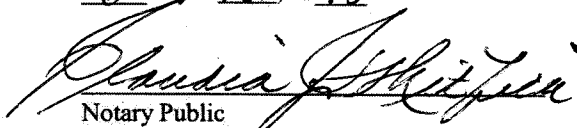
Lenny Pereira

PRINTED NAME

President

TITLE

Sworn to before me this
6th day of Nov, 2015



Notary Public

Dated: 11-6-15

CLAUDIA J WHITFIELD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH5004514
Qualified in Queens County
My Commission Expires November 16, 2018

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: P+T II Contracting Corp.

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less

Greater than ten (10) employees

Company has previously worked for DDC YES _____ NO

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	<input checked="" type="checkbox"/>	_____
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	<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.

(NO TEXT ON THIS PAGE)

Log of Work-Related Injuries and Illnesses

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

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

Year 20 12
 U.S. Department of Labor
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name P-T II Contracting Corp
 City Seattle State WA

Identify the person

Describe the case

Classify the case

Enter the number of days the injured or ill worker was

Check the "injury" column or disease case type of illness

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Struck degree burns on right forearm from overhead beam)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Days away from work	(L) On job transfer or restriction	(M) Injury or disease case type of illness
	<u>None</u>		<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
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			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>days</u>	<u>days</u>	<input type="checkbox"/>
			<u>monday</u>									



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

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

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

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

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

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

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room 13344, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the confidential items to this office.

Establishment Information	
Your establishment name	<u>PAT II Contracting Corp</u>
Street	<u>2417 Jericho Turnpike #315</u>
City	<u>Garden City Park</u> State <u>NY</u> Zip <u>11040</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Heavy Construction</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment Information	
Annual average number of employees	<u>52</u>
Total hours worked by all employees last year	<u>7482</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Title
Phone	Date

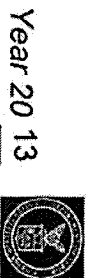


Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

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

Establishment name
P&T III CONTRACTING CORP
 Occupational Safety and Health Administration
 Form approved OSHA 300-114-0176
 City **GARDEN CITY PARK** State **NY**



Identify the person

Describe the case

Classify the case

Enter the number of days the injured or ill worker was:

Select the injury or illness or choose one type of illness:

(A) Case no.	(B) Employer's name	(C) Job title <i>(e.g., Worker)</i>	(D) Date of injury or onset of illness <i>(e.g., 2/10)</i>	(E) Where the event occurred <i>(e.g., Loading dock north end)</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g., Several degree burns on right forearm from acetylene torch)</i>	(G) Death	(H) Days away from work or restriction	(I) Job transfer or restriction	(J) Other recordable cases	(K) Days lost from work	(L) Days of job transfer or restriction	(M) Injury	(N) Skin disorder	(O) Respiratory condition	(P) Poisoning	(Q) Hearing loss	(R) All other illnesses
Reset	ALEX SALGADO	LABORER	9 / 10	JOB SITE	INJURED KNEE	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	2	days	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to provide information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including its usefulness, contact the Office of Management and Budget, Paperwork Project Director, Washington, DC 20503-2941, 200 Constitution Avenue, NW, Washington, DC 20503. Do not send the collection forms to this office.

Save Input

Add a Form Page

Page totals 0 1 0 0 2

Page 1 of 1
 Injury (1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Hearing loss (5) All other illnesses (6)



Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 13

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

Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2	0

Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name P&T II CONTRACTING CORP
 Street 2417 JERICHO TPKE - 315
 City GARDEN CITY PARK State NY Zip 11040
 Industry description (e.g., *Manufacture of motor truck trailers*) Heavy Construction
 Standard Industrial Classification (SIC), if known (e.g., 3715) _____

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

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

Annual average number of employees 65
 Total hours worked by all employees last year 128633

Sign here

Knowingly falsifying this document may result in a fine.

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

Company Executive Resident
 Title _____

Phone 718-206-0210 Date 1/20/14

Save Input





Summary of Work-Related Injuries and Illnesses

Year 20 14

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

Form approved OMB no. 1218-0176

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0

Number of Days

Total number of days away from work: 30

Total number of days of job transfer or restriction: (L) _____

Injury and Illness Types

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

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

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

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Establishment information

Your establishment name: **P&T II CONTRACTING CORP**
 Street: **2417 JERICHO TPKE -315**

City: **GARDEN CITY PARK** State: **NY** Zip: **11040**

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

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

OR

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

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

Annual average number of employees: **50**

Total hours worked by all employees last year: **103737**

Sign here

Knowingly falsifying this document may result in a fine.

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

Company executive: *[Signature]*
 Title: **Partner**

Phone: **718-206-0245** Date: **3/23/15**

Save Input



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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT
 INSTRUCTIONS**

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. An incomplete submission will delay the review process and may preclude or interrupt the contract approval.
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 15 – 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

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

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
 - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
 - Include copies of all corrective actions and documentation of OFCCP's performance; and
 - Provide a copy of all stated OFCCP findings.

- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

Questions 20a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)

Questions 21a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 22: Inquires into where and how I-9 forms are maintained and stored.

Questions 23a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 26: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 27: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of 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 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

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

Question 30: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
 Minority Owned Business Enterprise
 Women Owned Business Enterprise
 Disadvantaged Business Enterprise
 Locally Based Business Enterprise
 Emerging Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
4. Is this project subject to a project labor agreement? Yes No
5. Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated with 1010, 731, 15
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 280 20-4708892
Employer Identification Number or Federal Tax I.D. Email Address
8. P+T II Contracting Cop
Company Name
9. 2417 Jericho Turnpike, # 315, Garden City Park NY 11040
Company Address and Zip Code
10. Lenny Pereira 718-206-0210
Chief Operating Officer Telephone Number
11. Same
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. Same
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) 3,829,900.00
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes ___ No ___

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

(d) Were any deficiencies found? Yes ___ No ___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

20. 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?

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

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

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

Filed by Year

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

If yes, is the medical examination given:

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

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes No ___

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

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

___ Minorities and Women

___ Individuals with handicaps

___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes ___ No
- If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
-
-

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

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

SIGNATURE PAGE

I, (print name of authorized official signing) Lenny Pereira hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

P+T II Contracting Corp.
Contractor's Name

Lenny Pereira
Name of person who prepared this Employment Report

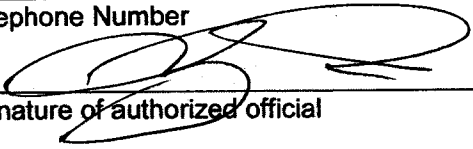
President
Title

Lenny Pereira
Name of official authorized to sign on behalf of the contractor

President
Title

718-206-0210
Telephone Number

Signature of authorized official



11-6-15
Date

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

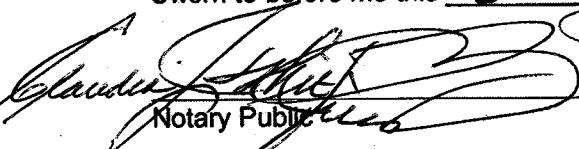
Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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

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

Only original signatures accepted.

Sworn to before me this 6th day of November 2015



Notary Public

Authorized Signature

11-6-15
Date

CLAUDIA J WHITFIELD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH5004514

Qualified in Queens County

My Commission Expires November 16, 2018

FORM X CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

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

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

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
Unknown	Unknown	MBE Striping	Labor	100,000.00
Unknown	Unknown	MBE Tree Care/Plant	Labor	10,000.00
Unknown	Unknown	MBE Rodent	Labor	50,000.00
Unknown	Unknown	MBE Photo	Labor	15,000.00
Unknown	Unknown	MBE Electric	Labor	150,000.00
Unknown	Unknown	MBE Trucking	Labor	175,000.00
Unknown	Unknown	Non MBE Labs & Computers	Tech	25,000.00

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

OWNERSHIP CODES

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

FORM B. PROJECTED WORKFORCE

Trade: Operating Engineer

Union Affiliation, if applicable
IS

Total (Col. #1-10):
2

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

Total Female
(Col. #6 - 10):

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:	MALES						FEMALES						
	(1) White Non-Hisp.		(2) Black Non-Hisp.		(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non-Hisp.		(7) Black Non-Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
	J	H	A	TRN	TOT								
<u>Labors</u>	2		20										
Union Affiliation, if applicable													
<u>1010, 731</u>													
Total (Col. #1-10):													
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):													
<u>20</u>													
Total Female (Col. #6 - 10):													
<u>20</u>													

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

FORM C: CURRENT WORKFORCE

Trade: Operating Engineer

Union Affiliation, if applicable

15

Total (Col. #1-10):

4

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

3

Total Female
(Col. #6 - 10):

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

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

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor x
- 1a. Are MWBE goals attached to this project? Yes ___ No ___
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

<input type="checkbox"/> Minority Owned Business Enterprise	<input type="checkbox"/> Locally Based Business Enterprise
<input type="checkbox"/> Women Owned Business Enterprise	<input type="checkbox"/> Emerging Business Enterprise
<input type="checkbox"/> Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ___ No ___
3. Please indicate if you would like assistance from SBS in identifying certified MWBEs for contracting opportunities: Yes ___ No ___
4. Is this project subject to a project labor agreement? Yes ___ No ___
5. Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____
6. Are you a Veteran owned company? Yes ___ No ___

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
Employer Identification Number or Federal Tax I.D. Email Address
8. _____
Company Name
9. _____
Company Address and Zip Code
10. _____
Chief Operating Officer Telephone Number
11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

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

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

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

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes ___ No ___

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

(d) Were any deficiencies found? Yes ___ No ___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

20. 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?

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

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

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

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

If yes, is the medical examination given:

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

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

24. Do you have a written equal employment opportunity (EEO) policy? Yes ___ No ___

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

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

___ Minorities and Women

___ Individuals with handicaps

___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes ___ No ___

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

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

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

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report

Title

Name of official authorized to sign on behalf of the contractor

Title

Telephone Number

Signature of authorized official

Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

FORM X CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (A) Apprentice
- (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.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Native Amer.	
J																						
H																						
A																						
TRN																						
TOT																						

Total (Col. #1-10): _____

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

Total Female (Col. #6 - 10): _____

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

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

FEMALES

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

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

(NO TEXT ON THIS PAGE)

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

Date _____

File Number _____

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE
(CITY, STATE AND ICIP ONLY)**

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

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

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

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name _____

Employer Identification Number or Federal Tax I.D. _____

Company Address and Zip Code _____

Contact Person (First Name, Last Name) _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Description and location of proposed subcontract: _____

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only) _____

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

Revised 8/13

FOR OFFICIAL USE ONLY: File No. _____

Block and Lot Number
(ICIP projects only)

Contract Amount

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

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

Signature of authorized official

Date

Sworn to before me this _____ day of _____ 20 _____
Only original signatures accepted.

Notary Public

Authorized Signature

Date

P&T II Contracting Corp.
2417 Jericho Turnpike Suite 315
Garden City Park, NY 11040
718-206-0245 Fax - 718-206-0083

November 20, 2015

Ms. Lorraine Holley, Director
Contract Unit
Department of Design & Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: Information for Contract # HWP14QTA

Dear Ms. Holley:

As per your request we received in referenced to the above mentioned project enclosed please find:

1. Project References - A B C
2. Financial Information - Statement
3. Project Specification Information:
 1. Statement indicating # of years' Experience
 2. Resumes of Key Personnel
 3. List of Equipment
 4. Subcontracted work
 5. List of Key Material Suppliers
 6. Preliminary Bar Chart
 7. Contractors means of financing the project.

If you need any additional information, please feel free to call me at 718-206-0245.

Yours truly,



Lenny J. Pereira



P&T II Contracting Corp.

2417 Jericho Turnpike Suite 315

Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

<u>Projects Completed</u>	<u>Contract Amount</u>	<u>NYC Agency</u>
SEK002337	\$ 694,835.00	NYC DDC
HWBUSPAD2	\$ 984,473.00	NYC DDC
HWP2008R	\$ 4,672,387.00	NYC DDC
HWM1165	\$10,183,335.00	NYC DDC
SECBK1	\$ 2,032,784.00	NYC DDC
HWP2010R	\$ 5,165,495.00	NYC DDC
RED368	\$ 3,621,759.00	NYC DDC
SECBRPQ02	\$ 1,784,995.00	NYC DDC



P&T II Contracting Corp.

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Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

Projects Completed Contract Amount NYC Agency

SEQ200475	\$ 6,991,376.14	NYC DDC
HWQ232H	\$ 985,983.59	NYC DDC
HWC988M1	\$ 3,587,879.03	NYC DDC
SEQ200500	\$ 1,993,547.60	NYC DDC
SEQ200506	\$ 2,121,162.71	NYC DDC
QED1012	\$ 3,993,057.77	NYC DDC
SER200219	\$ 2,577,916.92	NYC DDC
QED1000	\$ 7,777,777.77	NYC DDC



P&T II Contracting Corp.

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Projects In Progress Contract Amount Status

QED989	\$ 28,785,277.77	85% Completed
HWCURB08	\$ 1,747,813.15	90% Completed
SEQ200464	\$7,292,774.00	15% Completed
GE353	\$5,581,324.00	10% Completed
SEQ002701	\$1,493,472.00	90% Completed



P&T II Contracting Corp.

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Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

<u>Projects Won</u>	<u>Contract Amount</u>	<u>Status</u>
MEDA001		Yet to Start
HEDA001		Yet to Start
SEQ002699		Yet to Start
SEQ002664		Yet to Start
HWQ121B4		Yet to Start



P&T II Contracting Corp.
2417 Jericho Turnpike Suite 315
Garden City Park, NY 11040
718-206-0245 Fax - 718-206-0083

Lenny Pereira's Profile

Address & Telephone #:

57 Ledgewood Drive
Smithtown, NY 11787
718-206-0210

Years In Business :

27 Years as Prime Contractor with
J.M.R. Concrete of Long Island
11 Years with P&T Contracting Corp.

Contracting Specialties:

Sitework
Sidewalk & Curbs
Granite Block Paving & Curbs
Brick paving
Concrete foundations & slabs
Concrete superstructures
Pedestrian Ramps
Sewer Trench Restoration



P&T II Contracting Corp.
2417 Jericho Turnpike Suite 315
Garden City Park, NY 11040
718-206-0245 Fax - 718-206-0083

DEVELOPMENT

Project	Description
Client: DDC	
Ped Ramps - Queens	Contractor
Sewer Trenches	Contractor
Ped Ramps Queens	Contractor
Ped Ramps Bronx	Contractor
Sidewalk & Ped Ramps Bronx	Contractor
Pedestrian Ramps Bronx	Contractor
Pedestrian Ramps Queens	Contractor
Installation of Sidewalks Queens	Contractor
Installation of Sidewalks Queens	Contractor
Installation of Sidewalks Bronx	Contractor
Pedestrian Ramps Queens	Contractor
Restoration of Sewer Trenches Bklyn	Contractor
Client:	
East NY Homes Inc.	Contractor
Client: Atlas Construction Corp.	
Morgan Related CT.	Subcontractor Concrete Foundation Slabs & Site Work
Client: Leon De Mattes	
St. Johns Hospital Queens	Subcontractor Concrete Foundation Slab & Site Work
Client: Delux	
Byrant Avenue Project Bronx	Subcontractor Concrete Foundation Slab & Site Work



P&T II Contracting Corp.

2417 Jericho Turnpike Suite 315

Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

Daniel B. McCallan's Profile

Address & Telephone #

99 Huntington Road
Garden City, NY 11530

Date of Birth -

3/21/67

Education -

Smithtown East High School 1985

St. Johns University 1986-1989
A.A. Business Management

US Marine Corp Reserves 1986-1989

Positions Held -

Utility Consultant/Supervisor

Contractors -

Willets Point
1986-1990

Sette/Juliano Contracting Corp
1990-1994

Trocom Construction Corp.
1994-2003

Demicco Bros. Inc
2003-2006

Position Held -

DBM Inspection Inc.
President/Owner
1999-Present



P&T II Contracting Corp.

2417 Jericho Turnpike Suite 315

Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

Companies Worked with:

P&T Contracting Corp.

2006-Present

2 Catch Basin Project for DDC

SECB06Q1 & SECB06Q2



P&T II Contracting Corp.

2417 Jericho Turnpike Suite 315

Garden City Park, NY 11040

718-206-0245

Fax - 718-206-0083

Gil P. Gomes's Profile

Address & Telephone #

21 Hillvale Road
Albertson, NY 11507
#646-938-7096

Date of Birth -

9/17/68

Position Held -

Foreman Trocom Construction Corp.
1986-2006

Projects Worked On:

HWK701A Manhattan Avenue
HWM207DR 6th Avenue
SECB04K Brooklyn Catch Basin
SECB04QB Queens Catch Basin
SEK002271 Rockaway Avenue
QED972 Eddy Hydrants Queens
QED985 Distribution WM Queens
HWQ983 45th Avenue Queens

Position Held

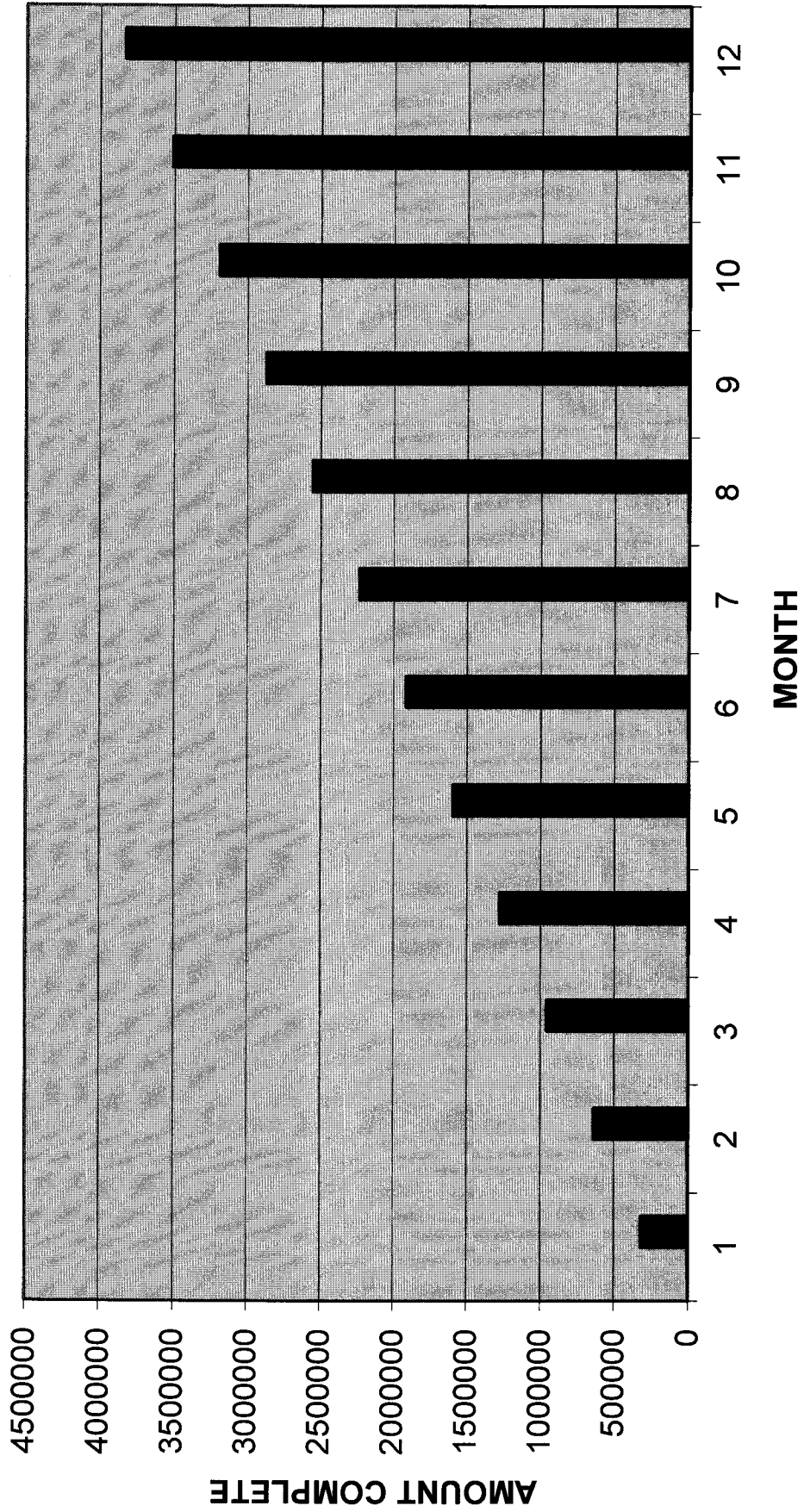
Super P&T Contracting
2006 - Present

Projects Worked On:

SECB06Q1 Catch Basin Queens
SECB06Q2 Catch Basin Queens



CONTRACT HWP14QTA





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.

NO TEXT ON THIS PAGE

NOTICE TO VENDORS

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two 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 program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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 subcontractor not being approved.

Please be further advised that, pursuant to Labor Law §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.

(NO TEXT ON THIS PAGE)

REQUEST FOR INFORMATION (RFI)

Please be advised that RFI's should be submitted to the Agency Contact Person at least forty-eight (48) hours prior to the bid opening date as indicated in ATTACHMENT 1 - BID INFORMATION, page A-1 and SCHEDULE B, page 13, VOLUME 1 OF 3 of this BID BOOKLET.

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK

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

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWP14QTA

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

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

(NO TEXT ON THIS PAGE)

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

BID BOOKLET

TABLE OF CONTENTS

SECTION	PAGE
PART A	
1. Table of Contents.....	1
2. Special Notice to Bidders.....	2
3. Attachment 1 – Bid Information.....	A-1
4. Bid Schedule.....	B-1
5. Bid Form.....	C-1
6. Affirmation.....	C-6
7. Bid Bond	C-7
8. M/WBE Program: M/WBE Utilization Plan.....	5
9. Apprenticeship Program Requirements	19
PART B	
10. Safety Questionnaire	21
11. Pre-award Process.....	24
12. Project Reference Form.....	26
13. Contract Certificate.....	29
14. Vendex Compliance.....	30
15. Iran Divestment Act Compliance Rider	31
16. Construction Employment Report.....	33

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

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

NOTES:

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

SPECIAL NOTICE TO BIDDERS

SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)

- (A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

The requirements in this Section (A) apply to this contract where indicated by a blackened box (■).

- 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 Special Experience Requirements next to the blackened box below apply to the bidder. 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 or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. The contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "entity") that will perform any specific area of work indicated by the blackened box below, may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

- Trunk Water Main Work:** The entity that will perform the trunk water main work 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.
- Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work 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.

For professional services in connection with BMP Work, (i.e., monitoring and reporting services), the individual who will perform the required services 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. Additional requirements are set forth below.

- The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- Micro-Tunneling/Pipe Jacking Work:** The entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

- OTHER:** _____

(B) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK (to be provided after an award of contract):**

The requirements in this Section (B) apply to this contract where indicated by a blackened box (■).

The Special Experience Requirements set forth below apply to the contractor, subcontractor or sub-subcontractor that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract.** After an award of contract, when requested by the City, the contractor will be required to submit the qualifications of the contractor, subcontractor or sub-subcontractor that will perform the specific area of work. 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 or sub-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.

Special Experience Requirements apply to the contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "entity") that will perform any specific area of work indicated by a blackened box. The entity may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor.

- Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
- Pile, CFA Pile, and/or Mini-Pile Work:** The entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Pile Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

- Construction Report, Monitoring And Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations And Movements And Post-Construction Report Work:** The entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Reporting and Monitoring Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

- OTHER:** _____

(C) **SPECIFICATIONS:** In the event of any conflict, omission or inconsistency between (1) the Specifications and/or Contract Drawings, and (2) the Special Experience Requirements in Section (B) of the Special Notice To Bidders, the special experience listed in the Specifications and/or Contract Drawings shall be controlling. The Special Experience Requirements in Section (B) of this Special Notice To Bidders are only for the convenience of the bidders.

(D) **SUBMISSION REQUIREMENTS:** For each project submitted to demonstrate compliance with the Special Experience Requirements, the bidder must complete and submit the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

If Special Experience Requirements are indicated for any specific area of work, the submission requirement set forth above shall apply to the entity that will perform the specific area of work.

(E) **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.

- 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 (6) months or more from the inception of the bidding entity.
- 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.

(F) **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.

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

**PROJECT ID: HWP14QTA
PIN: 8502015HW0042C**

Description and Location of Work:

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY
INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MIAN, AND STREET LIGHTING WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS
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 **November 6, 2015**

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

Time and Date: 11:00 A.M. on **November 6, 2015**

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

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

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

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

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

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 AG, 4.08 AA-P, etc.) 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 numbers "5", "6" and "7" followed by a decimal (e.g. 52.11D12, 60.12D06, 70.71SB, etc.) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) STANDARD SEWER AND WATER MAIN SPECIFICATIONS, dated July 1, 2014, as amended by Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-26.01.01) are Street Lighting Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-1.1) are Traffic Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the NYCDOT Standard Highway Specifications.

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9/29/2015 12:00 AM

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

CONTRACT PIN: 8502015HWP00042C
PROJECT ID: HWP14QTA

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 item numbers 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 initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (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 - 30

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
001	4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	889.00	S.Y.				
002	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	100.00	S.Y.				
003	4.02 CB ASPHALTIC CONCRETE MIXTURE	300.00	TONS				
004	4.04 BP CONCRETE BASE FOR PAVERS, 4" AND 7" THICK, CLASS B-32	10.00	C.Y.				
005	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	75.00	C.Y.				
006	4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED)	15.00	C.Y.				

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
007	4.08 AA-P CONCRETE CURB (18" DEEP)	160.00	L.F.				
008	4.09 AD-P STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,300.00	L.F.				
009	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	32.00	L.F.				
010	4.09 CM-P CORNER STEEL FACED CONCRETE CURB	1,350.00	L.F.				
011	4.11 AA ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	38.00	C.Y.				
012	4.11 CA FILL, PLACE MEASUREMENT	101.00	C.Y.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
013	4.13 AA-P 4" CONCRETE SIDEWALK (UNPIGMENTED)	14,000.00	S.F.				
014	4.13 BAC-P 7" CONCRETE SIDEWALK (AT CORNER QUADRANTS (UNPIGMENTED)	10,000.00	S.F.				
015	4.13 BA-P 7" CONCRETE SIDEWALK (UNPIGMENTED)	480.00	S.F.				
016	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	960.00	S.F.				
017	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	1.00	EACH				
018	4.21 TREE CONSULTANT	30.00	P/HR				

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
019	4.22 A PROTECTIVE TREE BARRIER, TYPE A	5.00	EACH				
020	51.21S0A1000V STANDARD MANHOLE TYPE A-1	11.00	EACH				
021	51.41S001 STANDARD CATCH BASIN, TYPE 1	31.00	EACH				
022	51.42S1S0 INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	11.00	EACH				
023	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	730.00	L.F.				
024	55.11AB ABANDONING BASINS AND INLETS	20.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
025	6.02 AAN UNCLASSIFIED EXCAVATION	152.00	C.Y.				
026	6.22 F ADDITIONAL HARDWARE	5,000.00	LBS.				
027	6.23 AB REMOVE EXISTING FIRE ALARM POST	3.00	EACH				
028	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	3.00	EACH				
029	6.23 BD FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	80.00	L.F.				
030	6.23 BFA FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
031	6.23 BFB FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	1.00	EACH				
032	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	42.00	L.F.				
033	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	3.00	EACH				
034	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	3.00	SETS				
035	6.23 DC FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE	161.00	L.F.				
036	6.25 RS TEMPORARY SIGNS	140.00	S.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
037	6.26 TIMBER CURB	650.00	L.F.				
038	6.28 AA LIGHTED TIMBER BARRICADES	975.00	L.F.				
039	6.40 B ENGINEER'S FIELD OFFICE (TYPE B)	18.00	MONTH				
040	6.43 PHOTOGRAPHS	300.00	SETS				
041	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	83,000.00	L.F.				
042	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	83,000.00	L.F.				

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA
CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
043	6.50 CLEANING OF DRAINAGE STRUCTURES	45.00	EACH				
044	6.51 BD-P PAVEMENT KEY AT PEDESTRIAN RAMP	125.00	C.Y.				
045	6.52 CG CROSSING GUARD	1,400.00	P/HR				
046	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	61,000.00	L.F.				
047	6.55 SAWCUTTING EXISTING PAVEMENT	115.00	L.F.				
048	6.66 AA FURNISH BRICK PAVERS (4" X 8" X 2-1/4")	300.00	S.F.				

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA
 CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
049	6.66 AB INSTALL BRICK PAVERS (4" X 8" X 2-1/4")	300.00	S.F.				
050	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	75.00	C.Y.				
051	6.68 PLASTIC FILTER FABRIC	100.00	S.Y.				
052	6.73 A REMOVING EXISTING PARKING METER POSTS	1.00	EACH				
053	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	40.00	S.F.				
054	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	12.00	L.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
055	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	12.00	L.F.			
056	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	24.00	S.F.			
057	6.83 BA INSTALLING TRAFFIC SIGNS	24.00	S.F.			
058	6.83 BB INSTALLING TRAFFIC SIGN POSTS	12.00	L.F.			
059	6.86 AA FURNISHING NEW STREET NAME SIGNS	33.00	S.F.			
060	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	56.00	L.F.			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
061	6.86 BA INSTALLING STREET NAME SIGNS	33.00	S.F.				
062	6.86 BB INSTALLING STREET NAME SIGN POSTS	56.00	L.F.				
063	6.87 PLASTIC BARRELS	1,240.00	EACH				
064	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	200.00	L.F.				
065	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.				
066	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	20.00	L.F.				

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA
CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
067	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	10.00	L.F.				
068	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	15.00	L.F.				
069	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	L.F.				
070	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	1.00	TONS				
071	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
072	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH				
073	62.11SD FURNISHING AND DELIVERING HYDRANTS	1.00	EACH				
074	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH				
075	62.13RH REMOVING HYDRANTS	1.00	EACH				
076	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	2.00	EACH				
077	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	1.00	TONS				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
078	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	10.00	EACH		
079	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	10.00	EACH		
080	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	10.00	L.F.		
081	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	10.00	L.F.		
082	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	50.00	LBS.		
083	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	40.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
084	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	120.00	S.F.				
085	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	50.00	C.Y.				
086	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 7,500.00	12.00	MONTH				
087	7.36 PEDESTRIAN STEEL BARRICADES	3,500.00	L.F.				
088	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 500.00	1.00	L.S.				
089	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	320.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
090	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.50	320.00	EACH				
091	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	300.00	BLOCK				
092	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	50.00	C.Y.				
093	70.61RE ROCK EXCAVATION	50.00	C.Y.				
094	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	10.00	C.Y.				
095	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	320.00	C.Y.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
096	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	10.00	C.Y.				
097	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	4,722.00	S.F.				
098	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	575.00	L.F.				
099	8.08 VMS VARIABLE MESSAGE SIGN	2.00	EACH				
100	9.00 C EXPLORATORY TEST PITS	29.00	C.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
101	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	1.00	F.S.	50,000	00	50,000	00
102	9.99 M FLASHING ARROW BOARD	3.00	MONTH				
103	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	8.00	EACH				
104	SL-20.08.01 REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	8.00	EACH				
105	SL-21.03.01 INSTALL TYPE FABRICATED STEEL LAMPOST WITH VARIOUS SIZE ARM(S) WITH TRANSFORMER BASE	8.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
106	SL-21.09.05 REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	8.00	EACH				
107	SL-22.03.18 FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	8.00	EACH				
108	SL-26.01.01 FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	8.00	EACH				
109	SL-29.01.01 FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	8.00	EACH				
110	SL-33.02.01 REMOVE TEMPORARY OR PERMANENT OVERHEAD ELECTRICAL CONDUCTORS	200.00	L.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
111	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	1,520.00	L.F.				
112	SL-35.03.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	1,000.00	L.F.				
113	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	1.00	EACH				
114	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH				
115	T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH				
116	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
117	T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH				
118	T-20000 FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	1.00	EACH				
119	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	3.00	EACH				
120	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	5.00	EACH				
121	T-3.22 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM OTHER STRUCTURES	2.00	EACH				
122	T-3.4 INSTALL "ONE-WAY" SIGNAL UNIT OR PEDESTRIAN SIGNAL ON STEEL STRUCTURE (PER FACE)	2.00	EACH				

9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
123	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	5.00	EACH				
124	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	3.00	EACH				
125	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	3.00	EACH				
126	T-33000L FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	6.00	EACH				
127	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	2.00	EACH				
128	T-4.4 INSTALL CONTROL BOX ON ANY POST	2.00	EACH				

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
129	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	2.00	EACH				
130	T-5.1 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	20.00	L.F.				
131	T-5.18 FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	30.00	L.F.				
132	T-5.2 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	40.00	L.F.				
133	T-5.3 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED SIDEWALK	30.00	L.F.				
134	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	40.00	L.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
135	T-5.34 RESTORING PERMANENT SIDEWALK	60.00	S.F.				
136	T-5.37 REMOVE CONDUIT FROM "ELEVATED" STRUCTURE	30.00	L.F.				
137	T-5.6 FURNISH AND INSTALL 3" RIGID UNDERGROUND CONDUIT IN PAVED SIDEWALK	30.00	L.F.				
138	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	400.00	L.F.				
139	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	700.00	L.F.				
140	T-6.11 REMOVE OVERHEAD CABLE AND SUPPORTS	100.00	L.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
141	T-6.14 FURNISH AND INSTALL DRAG LINE IN CONDUIT	200.00	L.F.				
142	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	700.00	L.F.				
143	T-6.3 INSTALL CABLE AND SUPPORTS ON STRUCTURE	100.00	L.F.				
144	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	700.00	L.F.				
145	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	400.00	L.F.				
146	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	1,000.00	L.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
147	T-7.28 FURNISH AND INSTALL (2418) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH				
148	T-7.50 REMOVE (1812) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH				
149	T-7.53 REMOVE (2418) HAND BOX OR PULL BOX IN PAVED SIDEWALK	1.00	EACH				

SUB-TOTAL: \$ _____

150	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.				
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9/29/2015 12:00 AM

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

PROJECT ID: HWP14QTA

CONTRACT PIN: 8502015HW0042C

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
------------------	--------------------------------------	--	---------------	--	---

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.

**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: HWP14QTA

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS
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:

10. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. HWP14QTA

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

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

PROJECT ID. HWP14QTA

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) _____ (L.S.)
Principal

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

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 885015B0189 FMS Project ID#: HWP14QTA
 Project Title/ Agency PIN # COMPLEX PEDESTRIAN RAMPS / 8502015HW0042C
 Bid/Proposal Response Date NOVEMBER 06, 2015
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
 Contact Person Jinguo Zhang Title M/WBE Liaison & Compliance Analyst
 Telephone # (718) 391-1399 Email ZhangJi@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

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

M/WBE Participation Goals for Services

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

Prime Contract Industry: **Construction**

Group	Percentage
Unspecified	13%
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
Total Participation Goals	13% Line 1

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

Tax ID #: _____

APT E-
PIN #: _____

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

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

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

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

✓ Scopes of Subcontract Work

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

Tax ID #: _____

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview

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

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

_____ % Agency M/WBE Participation Goal

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

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

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

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

References

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

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

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

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

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

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

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

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

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination
 Full Waiver Approved
 Waiver Denied
 Partial Waiver Approved
 Revised Participation Goal: _____ %

Project ID. _____

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

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

YES 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.

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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)

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

DDC Project Number(s): _____, _____, _____

YES NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

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

DDC Project Number(s): _____, _____, _____

Date: _____

By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

(NO TEXT ON THIS PAGE)

Pre-Award Process

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

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

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

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

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

(NO TEXT ON THIS PAGE)

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

(NO TEXT ON THIS PAGE)

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
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

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

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20____

Notary Public

Dated:

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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT
 INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- Questions 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 13: Please provide the number of permanent employees in your company.
- Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.
- Questions 15 – 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
- General Information section
 - Part I - Contractor/Subcontractor Information
 - Form B - Projected Workforce
 - Signature Page

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
 - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
 - Include copies of all corrective actions and documentation of OFCCP's performance; and
 - Provide a copy of all stated OFCCP findings.

- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

Questions 20a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)

Questions 21a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 22: Inquires into where and how I-9 forms are maintained and stored.

Questions 23a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 26: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 27: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of 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 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

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

Question 30: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

- 1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes No
- 2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
 Minority Owned Business Enterprise Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes No
- 3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
- 4. Is this project subject to a project labor agreement? Yes No
- 5. Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated with _____
- 6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- 7. _____
Employer Identification Number or Federal Tax I.D. Email Address
- 8. _____
Company Name
- 9. _____
Company Address and Zip Code
- 10. _____
Chief Operating Officer Telephone Number
- 11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
- 12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

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

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

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

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?

Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

20. 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?

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report Title

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

Telephone Number

Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (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.
J										
H										
A										
TRN										
TOT										

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J
H
A
TRN
TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) 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)?

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J

H

A

TRN

TOT

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

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor x
- 1a. Are MWBE goals attached to this project? Yes ___ No ___
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- ___ Minority Owned Business Enterprise ___ Locally Based Business Enterprise
___ Women Owned Business Enterprise ___ Emerging Business Enterprise
___ Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ___ No ___
3. Please indicate if you would like assistance from SBS in identifying certified MWBEs for contracting opportunities: Yes ___ No ___
4. Is this project subject to a project labor agreement? Yes ___ No ___
5. Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____
6. Are you a Veteran owned company? Yes ___ No ___

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
Employer Identification Number or Federal Tax I.D. Email Address
8. _____
Company Name
9. _____
Company Address and Zip Code
10. _____
Chief Operating Officer Telephone Number
11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

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

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

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

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?

Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

20. 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?

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report Title

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

Telephone Number

Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (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.
J										
H										
A										
TRN										
TOT										

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES **FEMALES**

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

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

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

(NO TEXT ON THIS PAGE)

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

Date _____

File Number _____

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE
(CITY, STATE AND ICIP ONLY)**

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

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

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

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name

Employer Identification Number or Federal Tax I.D

Company Address and Zip Code

Contact Person (First Name, Last Name)

Telephone Number

Fax Number

E-mail Address

Description and location of proposed subcontract: _____

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

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

Block and Lot Number
(ICIP projects only)

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. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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

Signature of authorized official

Date

Sworn to before me this _____ day of _____ 20____
Only original signatures accepted.

Notary Public

Authorized Signature

Date





Department of
Design and
Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: HWP14QTA

COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK

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

Contractor.

Dated _____, 20____



**Department of
Design and
Construction**

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

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

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: HWP14QTA

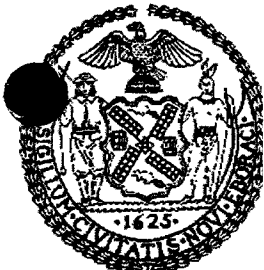
**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY SI ENGINEERING, P.C.

JUNE 29, 2015



11 6-001





**Department of
Design and
Construction**

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

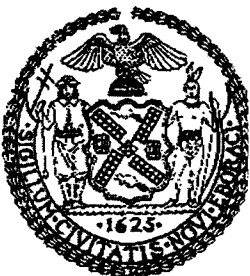
30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIR

PROJECT ID:



FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

July 1, 2015



NOTICE TO BIDDERS

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

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

ARTICLE 22 INSURANCE

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

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

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

ARTICLE 15 LIQUIDATED DAMAGES

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

ARTICLE 17 SUBCONTRACTS

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

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

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

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

ARTICLE 35 EMPLOYEES

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

ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION

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

ARTICLE 42 PARTIAL PAYMENTS

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

ARTICLE 62 TAX EXEMPTION

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

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CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

JUNE 2015

(NO TEXT ON THIS PAGE)

**NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (DEC. 2013)
INSURANCE RIDER**

The following provisions supersede the corresponding provisions in the December 2013 version of the New York City Standard Construction Contract:

1. Section 22.1.1(c) provides as follows:

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits provided by the Agency in Schedule A. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.

2. Section 22.3.3 provides as follows:

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

(NO TEXT ON THIS PAGE)

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

TABLE OF CONTENTS

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY	7
SECTION 24.	VENDEX QUESTIONNAIRES	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'S CERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	DDC SAFETY REQUIREMENTS	14

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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

(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 following forms, all of which are contained in the Bid Booklet, 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) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. 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

June 2015

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

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

I. POLICY ON SITE SAFETY

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

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); 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 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

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

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

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”).

Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

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

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor’s/subcontractor’s project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor’s Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum. A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

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 Construction Management firm, 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 Manager: For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

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 procedures and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

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. DDC or CM Resident Engineer / Construction Project 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 meetings and daily safety job briefings.
- 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 and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's 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 contractor's 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 unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date 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.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) 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.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support— Quality Assurance and Construction Safety

controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- 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 or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address 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 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 company workers' compensation experience modification rating and OSHA Incident 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 information within 15 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 (3) years; and
- Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) 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 details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, 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 standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures 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.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades
- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

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

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM 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 QA&CS personnel.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

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 Project 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 have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS 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 – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including accident/incident history and DDC safety 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 may 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.

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

DECEMBER 2013

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1.	THE CONTRACT	1
ARTICLE 2.	DEFINITIONS	1

**CHAPTER II
THE WORK AND ITS PERFORMANCE**

ARTICLE 3.	CHARACTER OF THE WORK	4
ARTICLE 4.	MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5.	COMPLIANCE WITH LAWS	5
ARTICLE 6.	INSPECTION	10
ARTICLE 7.	PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11

**CHAPTER III
TIME PROVISIONS**

ARTICLE 8.	COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9.	PROGRESS SCHEDULES	12
ARTICLE 10.	REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11.	NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	13
ARTICLE 12.	COORDINATION WITH OTHER CONTRACTORS	17
ARTICLE 13.	EXTENSION OF TIME FOR PERFORMANCE	18
ARTICLE 14.	COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15.	LIQUIDATED DAMAGES	22
ARTICLE 16.	OCCUPATION OR USE PRIOR TO COMPLETION	22

**CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 17.	SUBCONTRACTS	23
ARTICLE 18.	ASSIGNMENTS	25

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTY**

ARTICLE 19.	SECURITY DEPOSIT	26
ARTICLE 20.	PAYMENT GUARANTEE	26
ARTICLE 21.	RETAINED PERCENTAGE	29
ARTICLE 22.	INSURANCE	29
ARTICLE 23.	MONEY RETAINED AGAINST CLAIMS	35
ARTICLE 24.	MAINTENANCE AND GUARANTY	36

**CHAPTER VI
CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM**

ARTICLE 25.	CHANGES	37
ARTICLE 26.	METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	37
ARTICLE 27.	RESOLUTION OF DISPUTES	40
ARTICLE 28.	RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	44
ARTICLE 29.	OMITTED WORK	45
ARTICLE 30.	NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	45

**CHAPTER VII
POWERS OF THE RESIDENT ENGINEER, THE ENGINEER
OR ARCHITECT AND THE COMMISSIONER**

ARTICLE 31.	THE RESIDENT ENGINEER	46
ARTICLE 32.	THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	47
ARTICLE 33.	THE COMMISSIONER	47
ARTICLE 34.	NO ESTOPPEL	48

**CHAPTER VIII
LABOR PROVISIONS**

ARTICLE 35.	EMPLOYEES	48
ARTICLE 36.	NO DISCRIMINATION	50
ARTICLE 37.	LABOR LAW REQUIREMENTS	52
ARTICLE 38.	PAYROLL REPORTS	57
ARTICLE 39.	DUST HAZARDS	58

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER IX
PARTIAL AND FINAL PAYMENTS**

ARTICLE 40.	CONTRACT PRICE	58
ARTICLE 41.	BID BREAKDOWN ON LUMP SUM	58
ARTICLE 42.	PARTIAL PAYMENTS	58
ARTICLE 43.	PROMPT PAYMENT	59
ARTICLE 44.	SUBSTANTIAL COMPLETION PAYMENT	59
ARTICLE 45.	FINAL PAYMENT	60
ARTICLE 46.	ACCEPTANCE OF FINAL PAYMENT	61
ARTICLE 47.	APPROVAL BY PUBLIC DESIGN COMMISSION	62

**CHAPTER X
CONTRACTOR'S DEFAULT**

ARTICLE 48.	COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	62
ARTICLE 49.	EXERCISE OF THE RIGHT TO DECLARE DEFAULT	64
ARTICLE 50.	QUITTING THE SITE	64
ARTICLE 51.	COMPLETION OF THE WORK	64
ARTICLE 52.	PARTIAL DEFAULT	64
ARTICLE 53.	PERFORMANCE OF UNCOMPLETED WORK	65
ARTICLE 54.	OTHER REMEDIES	65

**CHAPTER XI
MISCELLANEOUS PROVISIONS**

ARTICLE 55.	CONTRACTOR'S WARRANTIES	66
ARTICLE 56.	CLAIMS AND ACTIONS THEREON	66
ARTICLE 57.	INFRINGEMENT	66
ARTICLE 58.	NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES	67
ARTICLE 59.	SERVICE OF NOTICES	67
ARTICLE 60.	UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT	67
ARTICLE 61.	ALL LEGAL PROVISIONS DEEMED INCLUDED	67
ARTICLE 62.	TAX EXEMPTION	67
ARTICLE 63.	INVESTIGATION(S) CLAUSE	69
ARTICLE 64.	TERMINATION BY THE CITY	71
ARTICLE 65.	CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	73

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER XI (CONT'D)

MISCELLANEOUS PROVISIONS

ARTICLE 66.	PARTICIPATION IN AN INTERNATIONAL BOYCOTT	74
ARTICLE 67.	LOCALLY BASED ENTERPRISE PROGRAM	74
ARTICLE 68.	ANTITRUST	75
ARTICLE 69.	MACBRIDE PRINCIPLES PROVISIONS	75
ARTICLE 70	ELECTRONIC FILING/NYC DEVELOPMENT HUB	77
ARTICLE 71.	PROHIBITION OF TROPICAL HARDWOODS	77
ARTICLE 72.	CONFLICTS OF INTEREST	78
ARTICLE 73.	MERGER CLAUSE	78
ARTICLE 74.	STATEMENT OF WORK	78
ARTICLE 75.	COMPENSATION TO BE PAID TO CONTRACTOR	78
ARTICLE 76:	ELECTRONIC FUNDS TRANSFER	78
ARTICLE 77:	RECORDS RETENTION	79
ARTICLE 78:	PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	79
	SIGNATURES	87
	ACKNOWLEDGMENT BY CORPORATION	88
	ACKNOWLEDGMENT BY PARTNERSHIP	88
	ACKNOWLEDGMENT BY INDIVIDUAL	88
	ACKNOWLEDGMENT BY COMMISSIONER	89
	AUTHORITY	90
	COMPTROLLER'S CERTIFICATE	90
	MAYOR'S CERTIFICATE	91
	PERFORMANCE BOND #1	92
	PERFORMANCE BOND #2	96
	PAYMENT BOND	100

WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

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

ARTICLE 2. DEFINITIONS

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

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

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

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

2.1.4 "**Allowance**" shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

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

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

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

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

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

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

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

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

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

2.1.14 "**Engineer**" or "**Architect**" or "**Project Manager**" shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

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

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

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

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

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

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

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

2.1.23 **"Notice to Proceed"** or **"Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

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

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

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

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

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

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

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

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

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

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

2.1.33 "**Subcontractor**" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 "**Substantial Completion**" shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 "**Work**" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

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

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

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

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

5.4.3 Best Available Technology

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

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

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

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

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

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

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

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

5.4.5 Compliance

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

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

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

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

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

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

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

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

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

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

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

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer, Architect, or Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City Corporation Counsel**. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City Corporation Counsel** shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

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

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

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

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

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

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

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the **Project** schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of**

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

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **City** listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

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

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 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 in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB Rules**.

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

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

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

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

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

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

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

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

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

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

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

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

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

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

14.7 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or 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 substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

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

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

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

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

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

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

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

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

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

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

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

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

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

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

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

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

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

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE**

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

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

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

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

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

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

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

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

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

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

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

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 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**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

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

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right

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

ARTICLE 21. RETAINED PERCENTAGE

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

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

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

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

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

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

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

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

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

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an **Additional Insured** with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

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

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

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

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

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

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller**

shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

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

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

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

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

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

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

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

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

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

CHAPTER VI
CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

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

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

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

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

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

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

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

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

26.1.1 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 the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

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

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

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

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

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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 Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article

25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Response.** Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the

Comptroller any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 **Opportunity of Comptroller to Compromise or Adjust Claim.** The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 **Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 **Petition to the Contract Dispute Resolution Board.** In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall

include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 **Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) **Days** after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

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

28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with

respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

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

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER,
THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

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

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

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

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

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

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

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX **PARTIAL AND FINAL PAYMENTS**

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

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; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other**

Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

**CHAPTER XI
MISCELLANEOUS PROVISIONS**

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

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

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

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

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**' written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

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

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand

(\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to 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 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered _____.

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: Three million eight hundred Dollars, (\$3,829,900.05), 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.

twenty-nine thousand, nine hundred dollars 05/100

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Contract. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to

which the Agency may waive the requirements of this Article 76 for payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**


6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.


7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the ^{Deputy} Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

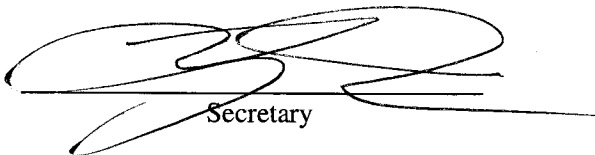
By: 
Deputy Commissioner

CONTRACTOR:


By: _____
(Member of Firm or Officer of Corporation)

Title: President

(Where Contractor is a Corporation, add):
Attest:

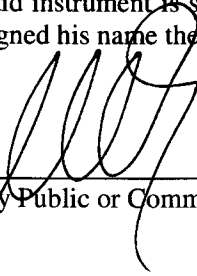

Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 15th day of March, 2016 before me personally came Lenny Pereira to me known who, being by me duly sworn did depose and say that he resides at Smithtown, NY 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.



Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

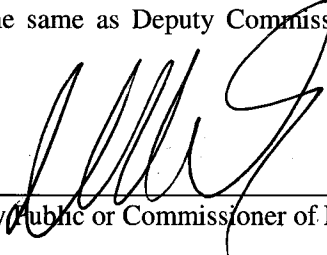
On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 17 day of March, 2016 before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, _____

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

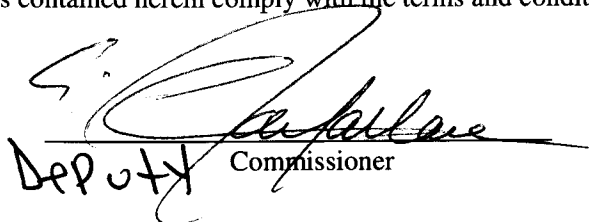
Three Million, Eight hundred twenty-nine thousand, nine hundred dollars and five cents

Dollars (\$ 3,829,900.05)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

Performance Bond #1 (Pages 92 to 95): 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)

Bond #015050242

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:

That we, P&T II Contracting Corp.

2417 Jericho Turnpike, Ste. 315

Garden City Park, NY 11040

hereinafter referred to as the "Principal,"

and, Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Three Million Eight Hundred Twenty Nine Thousand Nine Hundred and 05/100

(\$ 3,829,900.05) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HWP14QTA - E-PIN: 85015B0189001 - DDC PIN: 8502015HW0042C

Complex Pedestrian Ramps Adjacent to Transit Authority and Landmark Property Incl/

Curbs, Sidewalk, Sewer, Water Mains & Street Lighting - Boro of Queens
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 92 to 95): 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 92 to 95): 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

_____ 3rd _____ day of _____ March _____, 20 16 _____
(Seal)

P&T II Contracting Corp. _____ (L.S.)
Principal

(Seal) By: _____

Surety
By: _____
Liberty Mutual Insurance Company _____

(Seal)

Surety
By: _____
Robert Kempner, Attorney-In-Fact _____
Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

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 92 to 95): 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.

CITY OF NEW YORK
DDC

95

STANDARD CONSTRUCTION CONTRACT
December 2013



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. 7203361

American Fire and Casualty Company
The Ohio Casualty Insurance Company

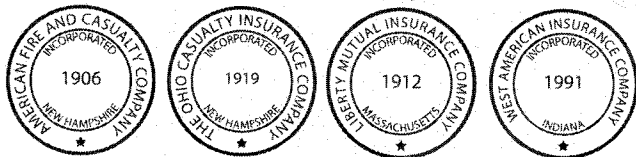
Liberty Mutual Insurance Company
West American Insurance Company

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, Joseph Sforzo, Robert Kempner, Robert W. O'Kane

all of the city of Plainview, 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 10th day of December, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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.

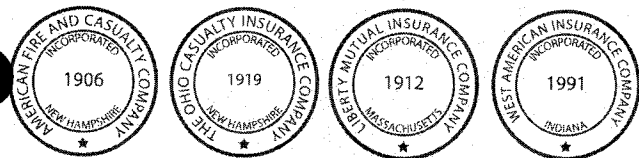
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 David M. Carey, 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, Gregory W. Davenport, 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 3rd day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
• Cash and Bank Deposits	\$744,027,140	Unearned Premiums	\$6,288,173,795
• Bonds — U.S. Government	1,718,117,704	Reserve for Claims and Claims Expense	16,879,324,418
• Other Bonds	112,158,720,057	Funds Held Under Reinsurance Treaties	211,933,009
• Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,244,647
Real Estate	277,742,849	Additional Statutory Reserve	43,877,557
Agents' Balances or Uncollected Premiums	4,150,041,316	Reserve for Commissions, Taxes and Other Liabilities	2,664,243,124
Accrued Interest and Rents	139,261,353	Total	\$26,085,858,680
Other Admitted Assets	<u>14,876,464,397</u>	Special Surplus Funds	\$53,954,363
Total Admitted Assets	<u>\$42,655,158,668</u>	Capital Stock	13,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,223,033
		Surplus to Policyholders	<u>16,569,299,938</u>
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



* Bonds are stated at amortized or investment value. Stocks at Association Market Values
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, 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 21th day of 2015

Tim Mikolajewski

Assistant Secretary



Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

Bond #015050242

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

P&T II Contracting Corp.

2417 Jericho Turnpike, Ste. 315

Garden City Park, NY 11040

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Three Million Eight Hundred Twenty Nine Thousand Nine Hundred and 05/100

3,829,900.05
(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HWP14QTA - E-PIN: 85015B0189001 - DDC PIN: 8502015HW0042C

Complex Pedestrian Ramps Adjacent to Transit Authority and Landmark Paropety Incl/

Curbs, Sidewalk, Sewer, Water Mains & Street Lighting - Boro of Queens

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

CITY OF NEW YORK
DDC

100

STANDARD CONSTRUCTION CONTRACT
December 2013



Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.



Payment Bond (Pages 100 to 103): 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 3rd day of March, 2016.

(Seal) P&T II Contracting Corp. (L.S.)
Principal

By: 

(Seal) Liberty Mutual Insurance Company
Surety

By: 

Robert Kempner, 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.



ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

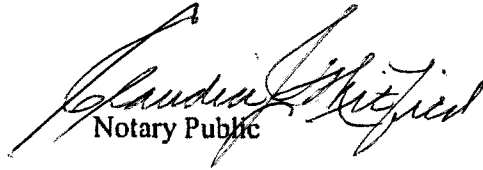
STATE OF New York

SS:

COUNTY OF Queens

On this 14th day of March, 2016 before me personally came Lenny Pereira to me known, who, being by me duly sworn did depose and say that he resides at Smithtown, NY that he is the President of P+J All Contracting Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

CLAUDIA J WHITFIELD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WH5004514
Qualified in Queens County
My Commission Expires November 16, 2018


Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

SS:

COUNTY OF Nassau

On this 3rd day of March, 2016, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN8004351
Qualified in Suffolk County
Commission Expires March 23, 2018

My commission expires _____



Notary Public



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. 7203359

American Fire and Casualty Company
The Ohio Casualty Insurance Company

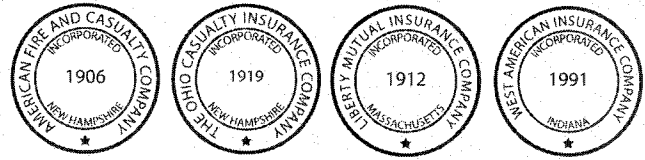
Liberty Mutual Insurance Company
West American Insurance Company

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, Joseph Sforzo; Robert Kempner; Robert W. O'Kane

all of the city of Plainview, 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 10th day of December, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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.

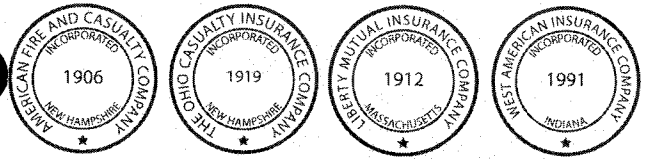
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 David M. Carey, 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, Gregory W. Davenport, 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 3rd day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, letter of credit, currency rate, interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$744,221,142	Unearned Premiums	\$6,233,173,795
*Bonds — U.S. Government	1,713,117,004	Reserve for Claims and Claims Expense	16,579,324,915
*Other Bonds	112,158,72,037	Funds Held Under Reinsurance Treaties	211,933,009
*Stocks	9,533,437,819	Reserve for Dividends to Policyholders	1,248,547
Real Estate	277,742,849	Additional Statutory Reserve	43,577,537
Agents' Balances or Uncollected Premiums	4,150,041,316	Reserve for Commissions, Taxes and Other Liabilities	<u>2,664,243,124</u>
Accrued Interest and Rents	139,261,353	Total	\$26,055,858,680
Other Admitted Assets	<u>14,896,464,393</u>	Special Surplus Funds	\$53,954,363
Total Admitted Assets	<u>\$42,655,158,668</u>	Capital Stock	10,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,223,033
		Surplus to Policyholders	<u>16,569,299,988</u>
		Total Liabilities and Surplus	<u>\$42,655,158,668</u>



* Bonds are stated at amortized or investment value. Stocks at Association Market Values
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance

I, TIM MKOUAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, 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 21th day of January, 2015

Tim Kouajewski

Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

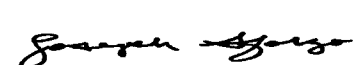
PRODUCER Vanguard Coverage Corporation 131 SUNNYSIDE BLVD SUITE 112 PLAINVIEW NY 11803	CONTACT NAME: KELLY GORHAM PHONE (A/C No. Ext): (516) 349-1333 FAX (A/C. No.): (516) 349-8667 E-MAIL ADDRESS: KGORHAM@VANGUARDCOVERAGE.COM	
	INSURER(S) AFFORDING COVERAGE	
INSURED P & T II Contracting Corp. 2417 Jericho Tpke Suite 315 Garden City Park NY 11040	INSURER A: Travelers Indemnity Company	NAIC # 25658
	INSURER B: Travelers P&C Co of America	25674
	INSURER C: Starr Indemnity & Liab Co	38318
	INSURER D: The Phoenix Insurance Co.	25623
	INSURER E: American Guarantee & Liability	26247
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 NYCDDC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			DT1NCO1976P458IND15	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> X,C,U						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			DT8102467P822PHX15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			1000021697	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DTNUB2467P82215	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EXCESS LIABILITY			AEC 0113880-00	4/1/2015	4/1/2016	OCCURENCE: \$15,000,000
							AGGREGATE: \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project ID; HWP14QTA, FMS ID E-Pin 85015B0189001, DDC Pin: 8502015HW0042C.
Complex Pedestrian Ramps Adjacent to transit Authority and Landmark Property Inc/Curbs, Sidewalk, Sewer, Water Mains & Street Lighting - Borough of Queens.
AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT: CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES; ALL PERSONS(S) OR ORGANIZATIONS IF ANY THAT ARTICLE 22.1.1(B) OF THE CONTRACT REQUIRES TO BE NAMED ADDITIONAL INSURED. THE NEW YORK CITY TRANSIT AUTHORITY (NYCTA), MANHATTAN AND BRONX SURFACE TRANSIT OPERATIONS AUTHORITY (MaBSTOA) STATEN ISLAND RAPID TRANSIT OPERATION AUTHORITY (SIRTOA)

CERTIFICATE HOLDER City of New York Department of Design and Construction Directors Risk Management and Insurance 30-30 Thomson Ave 4th Floor Long Island City, NY 11101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph Sforzo/DEBBIE 



COMMENTS/REMARKS

METROPOLITAN TRANSPORTATION AUTHORITY (mta) ITS SUBSIDIARIES AND AFFILIATES COMPANIES.
It is agreed that in the event of cancellation, except non-payment of premium or non-renewal, the company will provide thirty (30) days advance written notice to the additional insured.



CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Vanguard Coverage

[Name of broker or agent (typewritten)]

131 Sunnyside Blvd Suite 112 , Plainview, NY 11803

[Address of broker or agent (typewritten)]

Rburger@vanguardcoverage.com

[Email address of broker or agent (typewritten)]

516-349-1333

[Phone number/Fax number of broker or agent (typewritten)]

Robin Burger

[Signature of authorized official, broker, or agent]

Robin Burger, Insurance Operations Manager

[Name and title of authorized official, broker, or agent (typewritten)]

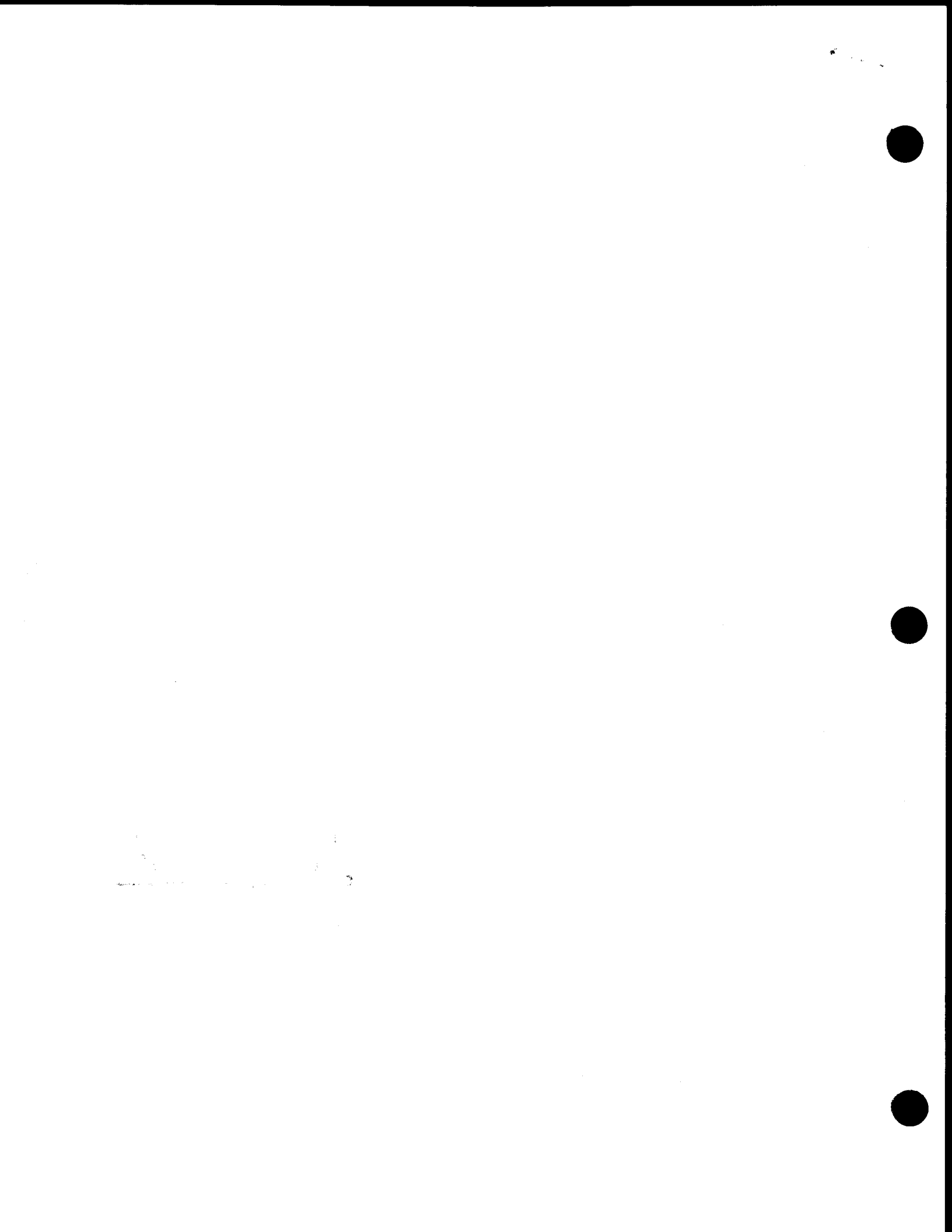
State of NY.....)

County of Nassau) ss.:

Sworn to before me this 7th day of March, 2016

NOTARY PUBLIC FOR THE STATE OF NY

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County 2018
Commission Expires March 23, 2018



MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 92 to 95): 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 92 to 95): 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 92 to 95): 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 92 to 95): 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 96 to 99): 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 96 to 99): 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 96 to 99): 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) _____ (L.S.)
Principal

(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 96 to 99): 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 100 to 103): 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 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

<u>CODE</u>	<u>CLASSIFICATION</u>
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

<u>CODE</u>	<u>CLASSIFICATION</u>
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

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.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. 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.

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 to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

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.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	7
BRICKLAYER.....	8
CARPENTER - BUILDING COMMERCIAL	9
CARPENTER - HEAVY CONSTRUCTION WORK	10
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST	11
CEMENT & CONCRETE WORKER.....	12
CEMENT MASON.....	13
CORE DRILLER	13
DERRICKPERSON AND RIGGER	15
DIVER.....	15
DOCKBUILDER - PILE DRIVER.....	16
DRIVER: TRUCK (TEAMSTER)	17
ELECTRICIAN	19
ELECTRICIAN - ALARM TECHNICIAN.....	22
ELECTRICIAN-STREET LIGHTING WORKER	23
ELEVATOR CONSTRUCTOR	24
ELEVATOR REPAIR & MAINTENANCE.....	25
ENGINEER	26
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	31
ENGINEER - FIELD (BUILDING CONSTRUCTION)	32
ENGINEER - FIELD (HEAVY CONSTRUCTION)	33
ENGINEER - FIELD (STEEL ERECTION)	34
ENGINEER - OPERATING	35
FLOOR COVERER.....	43
GLAZIER	44
GLAZIER - REPAIR & MAINTENANCE	45
HEAT AND FROST INSULATOR	46
HOUSE WRECKER	47
IRON WORKER - ORNAMENTAL.....	47
IRON WORKER - STRUCTURAL.....	48
LABORER	49
LANDSCAPING	50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC.....	52
MASON TENDER	53
MASON TENDER (INTERIOR DEMOLITION WORKER).....	54
METALLIC LATHER.....	55
MILLWRIGHT	56
MOSAIC MECHANIC.....	57
PAINTER	58
PAINTER - SIGN.....	58
PAINTER - STRIPER.....	59
PAINTER - STRUCTURAL STEEL.....	60
PAPERHANGER	61
PAVER AND ROADBUILDER	62
PLASTERER	64
PLASTERER - TENDER.....	65
PLUMBER	65
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	67
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	67
PLUMBER: PUMP & TANK.....	68
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION).....	69
ROOFER.....	70
SANDBLASTER - STEAMBLASTER	70
SHEET METAL WORKER.....	71
SHEET METAL WORKER - SPECIALTY	72
SHIPYARD WORKER.....	73
SIGN ERECTOR.....	75
STEAMFITTER	75
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	77
STONE MASON - SETTER.....	79
TAPER.....	80
TELECOMMUNICATION WORKER	81
TILE FINISHER.....	82
TILE LAYER - SETTER	83
TIMBERPERSON	83
TUNNEL WORKER	84
WELDER.....	86

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.95**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.89**

Supplemental Benefit Rate per Hour: **\$41.19**

Blaster (Hydraulic)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.71**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.46**
Supplemental Benefit Rate per Hour: **\$41.19**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$40.42**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Powder Carriers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$36.53**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$35.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$34.50**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.68**
Supplemental Benefit Rate per Hour: **\$41.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$51.56**

Supplemental Benefit Rate per Hour: **\$41.69**

Supplemental Note: For time and one half overtime - \$61.94 For double overtime - \$82.18

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$48.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$46.65

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 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$49.60**

Supplemental Benefit Rate per Hour: **\$43.00**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.57**

Supplemental Note: \$29.32 on Saturdays; \$32.07 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.82**

Supplemental Benefit Rate per Hour: **\$22.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$29.44**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$26.50**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$23.55**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.61**
Supplemental Benefit Rate per Hour: **\$22.69**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.84

Supplemental Benefit Rate per Hour: \$49.28

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$50.70 - For work performed in Staten Island.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$63.82

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$46.65**

Diver Tender (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.47**

Supplemental Benefit Rate per Hour: **\$46.65**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$46.65**

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.53**

Supplemental Benefit Rate per Hour: **\$41.59**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.58

Driver - Tractor Trailer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$43.35**

Supplemental Note: For over 40 hours worked: at time and one half - \$16.65; at double time - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.06**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$43.35**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.65 double time rate \$22.20

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.30**

Supplemental Benefit Rate per Hour: **\$40.02**

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Day Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$63.36
Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$95.04
Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$70.97
Supplemental Benefit Rate per Hour: \$62.78

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$106.46
Supplemental Benefit Rate per Hour: \$67.23

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on 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. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.39.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$20.82**

First and Second Year "M" Wage Rate Per Hour: \$23.00

First and Second Year "M" Supplemental Rate: \$18.56

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.25**

Supplemental Benefit Rate per Hour: **\$22.54**

First and Second Year "M" Wage Rate Per Hour: \$34.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

First and Second Year "M" Supplemental Rate: \$20.00

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: 7/1/2015 - 3/9/2016
Wage Rate per Hour: **\$31.40**
Supplemental Benefit Rate per Hour: **\$14.76**
Supplemental Note: \$13.26 only after 8 hours worked in a day

Effective Period: 3/10/2016 - 6/30/2016
Wage Rate per Hour: **\$32.00**
Supplemental Benefit Rate per Hour: **\$15.47**
Supplemental Note: \$13.97 only after 8 hours worked in a day

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Electrician - Electro Pole Foundation Installer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.93

Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.05

Supplemental Benefit Rate per Hour: \$35.51

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: 7/1/2015 - 3/16/2016

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: **\$60.96**

Supplemental Benefit Rate per Hour: **\$32.67**

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2015 - 3/16/2016

Wage Rate per Hour: **\$46.92**

Supplemental Benefit Rate per Hour: **\$30.91**

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: **\$47.91**

Supplemental Benefit Rate per Hour: **\$32.51**

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$64.31**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$102.90**

Engineer - Heavy Construction Operating Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.40

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.84

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.20

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$94.72

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.11

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.38

Engineer - Heavy Construction Maintenance Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

On Base Mounted Tower Cranes

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$130.46**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.04**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$65.66**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.11**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$67.38**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.02**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$89.63**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$38.79**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$62.06**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.77

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$95.63

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.95

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$89.52

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.64

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$68.22

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$56.88**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.22**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$54.08**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.21**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.04

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.59

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.52

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$60.77

Supplemental Benefit Rate per Hour: \$32.40

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.20

Supplemental Benefit Rate per Hour: \$32.40

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$30.49**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$66.43**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.82**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Field Engineer - HC Rodperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.99**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.26**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.57**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.61**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$71.75**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$114.80**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$74.29**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$118.86**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$76.67**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$122.67**

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$74.84**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$119.74**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$73.36**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$117.38**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$69.69**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$111.50**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$90.00**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.63**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$55.03**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$66.26**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$106.02**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$60.89**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$97.42**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$47.28**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$75.65**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$70.42**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$112.67**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$68.19**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$109.10**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$65.20**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$104.32**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.91**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$70.26**

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$62.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$99.60**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.74

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$100.38

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$90.09

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$144.14

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$69.69

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$111.50

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$67.87

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$108.59

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$91.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$74.51**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.25**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$59.51**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$77.40**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$123.84**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$74.37**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$118.99**

Operating Engineer - Steel Erection III

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Compressors, Welding Machines.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.09**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$70.54**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$67.17**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$61.27**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.85**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$69.76**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work IV

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$73.91**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$68.09**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$67.37**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$53.54**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

For New House Car projects Wage Rate per Hour **\$42.70**

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 10/31/2015

Wage Rate per Hour: **\$43.35**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.34**

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.95**

Supplemental Benefit Rate per Hour: **\$36.84**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.68

Supplemental Benefit Rate per Hour: \$19.54

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.38

Supplemental Benefit Rate per Hour: \$37.41

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.52**

Supplemental Benefit Rate per Hour: **\$26.86**

House Wrecker - Tier B

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.90**

Supplemental Benefit Rate per Hour: **\$19.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.20**

Supplemental Benefit Rate per Hour: **\$47.67**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.75**

Supplemental Benefit Rate per Hour: **\$67.34**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.50**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$36.53**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$27.00**
Supplemental Benefit Rate per Hour: **\$14.55**

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$26.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Groundperson

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Tree Remover / Pruner

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.00
Supplemental Benefit Rate per Hour: \$14.55

Watering - Plant Maintainer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$14.55

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$51.53**

Supplemental Benefit Rate per Hour: **\$35.73**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$51.89**

Supplemental Benefit Rate per Hour: **\$36.62**

Marble Finisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$40.53**

Supplemental Benefit Rate per Hour: **\$34.52**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$40.80**

Supplemental Benefit Rate per Hour: **\$35.15**

Marble Polisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$26.63**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$37.02**

Supplemental Benefit Rate per Hour: **\$27.01**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.46**

Supplemental Benefit Rate per Hour: **\$22.13**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.65**

Supplemental Benefit Rate per Hour: **\$16.45**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$41.57**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$52.01**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.91**

Supplemental Benefit Rate per Hour: **\$38.15**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.92 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: \$31.00 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: \$31.00 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.30

Supplemental Benefit Rate per Hour: \$7.22

Journeyperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.48

Supplemental Benefit Rate per Hour: \$7.22

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

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) additional holidays as floating holidays

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$12.27

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02 New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$12.27

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2015 - 9/30/2015

Wage Rate per Hour: **\$48.00**

Supplemental Benefit Rate per Hour: **\$34.58**

Effective Period: 10/1/2015 - 6/30/2016

Wage Rate per Hour: **\$49.00**

Supplemental Benefit Rate per Hour: **\$36.08**

Painter - Power Tool

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 9/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$36.08

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$36.92**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.98**

Supplemental Benefit Rate per Hour: **\$36.92**

Production Paver & Roadbuilder - Screed Person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.45

Supplemental Benefit Rate per Hour: \$36.92

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.85

Supplemental Benefit Rate per Hour: \$36.92

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.56

Supplemental Benefit Rate per Hour: \$36.92

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.43**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

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: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$28.38**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$56.48**

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$22.28**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.27**

Supplemental Benefit Rate per Hour: **\$13.34**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.19**

Supplemental Benefit Rate per Hour: **\$20.62**

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.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.83**

Supplemental Benefit Rate per Hour: **\$21.37**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.41

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.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$30.17**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.41**

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.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.96**

Supplemental Benefit Rate per Hour: **\$45.19**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.57**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$45.19

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.64

Supplemental Benefit Rate per Hour: \$23.62

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.54

Supplemental Benefit Rate per Hour: \$3.01

Shipyard Mechanic - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.22

Supplemental Benefit Rate per Hour: \$2.73

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shipyard Laborer - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$20.90**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$13.86**

Supplemental Benefit Rate per Hour: **\$2.48**

Shipyard Dockhand - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$23.61**

Supplemental Benefit Rate per Hour: **\$2.86**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$15.94**

Supplemental Benefit Rate per Hour: **\$2.56**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

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 hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.60**

Supplemental Benefit Rate per Hour: **\$46.28**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$52.79**

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.80

Supplemental Benefit Rate per Hour: \$42.76

Supplemental Note: .

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$52.79

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.80**

Supplemental Benefit Rate per Hour: **\$42.76**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$39.25
Supplemental Benefit Rate per Hour: \$13.81

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.25
Supplemental Benefit Rate per Hour: \$12.44

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.72
Supplemental Benefit Rate per Hour: \$11.30

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.93
Supplemental Benefit Rate per Hour: \$10.45

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.02
Supplemental Benefit Rate per Hour: \$9.67

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.91
Supplemental Benefit Rate per Hour: \$8.78

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.20

Supplemental Benefit Rate per Hour: \$37.15

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2015 - 12/29/2015

Wage Rate per Hour: **\$46.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/30/2015 - 6/30/2016

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$22.66**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.35**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.03**

Supplemental Benefit Rate per Hour: **\$29.71**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$51.61**

Supplemental Benefit Rate per Hour: **\$33.46**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Timberperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.60**

Supplemental Benefit Rate per Hour: **\$46.67**

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.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$59.17**

Supplemental Benefit Rate per Hour: **\$49.45**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$57.12
Supplemental Benefit Rate per Hour: \$47.80

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.07
Supplemental Benefit Rate per Hour: \$46.96

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.16
Supplemental Benefit Rate per Hour: \$43.62

Blasters (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.47
Supplemental Benefit Rate per Hour: \$47.47

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.04
Supplemental Benefit Rate per Hour: \$45.45

All Others (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.93
Supplemental Benefit Rate per Hour: \$42.06

Microtunneling (Free Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.23**

Supplemental Benefit Rate per Hour: **\$36.36**

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CEMENT MASON.....	6
CEMENT AND CONCRETE WORKER.....	6
DERRICKPERSON & RIGGER (STONE).....	7
DOCKBUILDER/PILE DRIVER.....	8
ELECTRICIAN	8
ELEVATOR CONSTRUCTOR	10
ELEVATOR REPAIR & MAINTENANCE.....	11
ENGINEER	12
ENGINEER - OPERATING	13
FLOOR COVERER.....	14
GLAZIER	14
HEAT & FROST INSULATOR	15
HOUSE WRECKER	16
IRON WORKER - ORNAMENTAL.....	16
IRON WORKER - STRUCTURAL.....	17
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	18
MARBLE MECHANICS	19
MASON TENDER.....	20
METALLIC LATHER.....	21
MILLWRIGHT	22
PAVER AND ROADBUILDER.....	22
PAINTER	23
PAINTER - STRUCTURAL STEEL.....	24
PLASTERER	24
PLUMBER	25
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION).....	26
ROOFER.....	27
SHEET METAL WORKER.....	28
SIGN ERECTOR.....	29
STEAMFITTER	30
STONE MASON - SETTER.....	31
TAPER.....	32
TILE LAYER - SETTER	32
TIMBERPERSON	33

ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.95

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.00

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$31.66

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.32

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$35.00

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.67

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.34

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$40.01

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Carpenter (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
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 (First 1333 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journey person's rate
Supplemental Benefit Rate Per Hour: \$18.84

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journey person's rate
Supplemental Benefit Rate Per Hour: \$24.65

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journey person's rate
Supplemental Benefit Rate Per Hour: \$25.47

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journey person: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journey person's rate
Supplemental Benefit Rate Per Hour: 50% of Journey person's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journey person's rate
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journey person's rate
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journey person's rate
Supplemental Benefit Rate Per Hour: 75% of Journey person's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.00
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.50
Supplemental Benefit Rate per Hour: \$20.82
Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.80
Supplemental Benefit Rate per Hour: \$20.46
Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate
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: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$26.94

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$28.41

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - Second Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.35

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$28.84

Elevator (Constructor) - Third Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$28.17

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$29.69

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$29.00

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$30.54

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$26.87

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$28.34

Elevator Service/Modernization Mechanic (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.76

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$30.43

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.68
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$29.60
Supplemental Benefit Rate per Hour: \$22.55

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$32.56**

Supplemental Benefit Rate per Hour: **\$22.55**

Engineer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.52**

Supplemental Benefit Rate per Hour: **\$22.55**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour 40% of Journeyman's Rate

Supplemental Benefit Per Hour: **\$20.15**

Operating Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyman's Rate

Supplemental Benefit Per Hour: **\$20.15**

Operating Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: **\$20.15**

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.64
Effective 11/1/2015 - Supplemental Rate Per Hour: \$13.79

Glazier (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$22.97
Effective 11/1/2015 - Supplemental Rate Per Hour: \$23.13

Glazier (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$25.87
Effective 11/1/2015 - Supplemental Rate Per Hour: \$26.03

Glazier (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.04
Effective 11/1/2015 - Supplemental Rate Per Hour: \$31.29

(Local #1281)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$17.33

(Mason Tenders District Council)

**IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$36.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.73

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.97

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.20

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$25.48
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.08
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 19 - 36 months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.68
Supplemental Benefit Rate per Hour: \$46.83

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$18.49

Mason Tender - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$18.49

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$22.89**

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$34.01**

Supplemental Benefit Rate per Hour: **\$24.54**

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.07**

Supplemental Benefit Rate per Hour: **\$25.69**

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$23.01**

Supplemental Benefit Rate per Hour: **\$17.95**

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$28.11**

Supplemental Benefit Rate per Hour: **\$17.95**

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$33.21**

Supplemental Benefit Rate per Hour: **\$17.95**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$27.23**

Supplemental Benefit Rate per Hour: **\$34.06**

Millwright (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$32.18**

Supplemental Benefit Rate per Hour: **\$37.62**

Millwright (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.13**

Supplemental Benefit Rate per Hour: **\$41.83**

Millwright (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$47.03**

Supplemental Benefit Rate per Hour: **\$48.31**

(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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$27.05**

Supplemental Benefit Rate per Hour: **\$17.12**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$28.69**
Supplemental Benefit Rate per Hour: **\$17.12**

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: **\$15.80**
Supplemental Benefit Rate per Hour: **\$11.88**

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: **\$16.40**
Supplemental Benefit Rate per Hour: **\$12.13**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: **\$19.75**
Supplemental Benefit Rate per Hour: **\$15.73**

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.50**
Supplemental Benefit Rate per Hour: **\$15.98**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: **\$23.70**
Supplemental Benefit Rate per Hour: **\$18.64**

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: **\$24.60**
Supplemental Benefit Rate per Hour: **\$18.89**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: **\$31.60**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$24.02**

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$32.80**

Supplemental Benefit Rate per Hour: **\$24.27**

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$12.76

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR
BUILDING RENOVATION)**

(Ratio of Apprentice to Journey person: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Rofer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Rofer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Rofer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Rofer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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 (0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.24

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.71

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.00

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.02

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.06

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.10

Sheet Metal Worker (49-54 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$35.12

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$37.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$13.18

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$14.95

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$16.74

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$18.52

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$24.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.87

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.47

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.46

Sign Erector - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.43

Sign Erector - Sixth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.41

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Steamfitter - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

Timberperson - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

Timberperson - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less 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

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE)	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL).....	4
CLEANER (PARKING GARAGE)	4
DAY CARE SERVICES	4
FOOD SERVICE EMPLOYEES.....	4
GARDENER.....	5
HEAD START SERVICES.....	5
HOMECARE SERVICES	6
SECURITY GUARD (ARMED)	6
SECURITY GUARD (UNARMED)	6
SERVICES TO PERSONS WITH CEREBRAL PALSY	7
TEMPORARY OFFICE SERVICES.....	7
WINDOW CLEANER.....	8

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$16.63**
Supplemental Benefit Rate per Hour: **\$1.70**

Cafeteria Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$11.67**
Supplemental Benefit Rate per Hour: **\$1.70**

Counter Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$11.22**
Supplemental Benefit Rate per Hour: **\$1.70**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$11.04**
Supplemental Benefit Rate per Hour: **\$1.70**

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.89

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.12

Supplemental Benefit Rate per Hour: None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Data Entry Operator

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$16.38**
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$15.29**
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$19.58**
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$18.32**
Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

.....

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er
ACCO.SECURITY AT SITES





**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor.

Dated _____, 20____

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20____

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**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWP14QTA

COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

PET II Contracting Corp.
Contractor.

Dated March 17, 2016

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

[Signature]
Acting Corporation Counsel

7/13/15

Dated July 13, 2015



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 3 OF 3

**SCHEDULE A
ADDENDA NOS. 1 TO 3**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWP14QTA

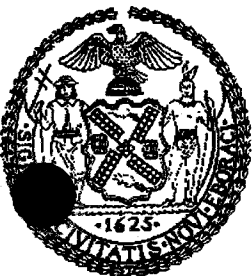
**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY SI ENGINEERING, P.C.

JUNE 29, 2015



16-001



SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, November 1, 2010
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) 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. Waqar Ahmad, Tel. (718) 391-2056

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) 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. NYCDEP Water Main Standard Drawings
2. Specifications for Trunk Main Work, dated July 2014
3. Standards for Green Infrastructure, latest version, available only on-line at: http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf

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 New York City Fire Department Communications facilities are available from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p>\$900. for each consecutive calendar day over substantial completion time</p>
<p><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>50</u> % of the Contract price</p>
<p><u>CONTRACT ARTICLE 21. RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p><u>5</u> % of the value of the Work</p>

<p align="center"><u>CONTRACT ARTICLE 22.</u></p> <p align="center"><u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-11</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.</p>	<p>See Contract Article 74</p>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>See Contract Article 75</p>
<p align="center"><u>CONTRACT ARTICLE 78.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in the Bid Booklet</p>

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR</u> <u>ENGINEER'S FIELD OFFICE</u></p> <p>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.</p>	<p>\$ <u>250.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> 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</p> <p>\$ <u>500.00</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</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE OF SITE</u></p> <p>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.</p>	<p>\$ <u>250.00</u> for each calendar day, for each occurrence</p>

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 365 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.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by 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>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager), 3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.

<input checked="" type="checkbox"/> Workers' Compensation	Art. 22.1.2	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input checked="" type="checkbox"/> Additional Requirements:</p> <p>(1) NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</p> <p>(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</p>
<input checked="" type="checkbox"/> Disability Benefits Insurance	Art. 22.1.2	
<input checked="" type="checkbox"/> Employers' Liability	Art. 22.1.2	
<input type="checkbox"/> Jones Act	Art. 22.1.3	
<input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.3	

<input type="checkbox"/> Builders' Risk	Art. 22.1.4	<p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability	Art. 22.1.5	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> (1) City of New York, including its officials and employees, and (2) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	\$ _____ each occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	\$ _____ 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. 22.1.7(c)	\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

<p>[OTHER] Art. 22.1.8</p> <p>■ 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. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.</p>
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[OTHER] Art. 22.1.8

Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

<p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p style="padding-left: 20px;">Section 6.40, Standard Highway Specifications</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>
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[OTHER] Art. 22.1.8

The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

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3. NEW SECTIONS

**SECTION 4.08 AA-P
Concrete Curb (18" Deep)**

4.08AA-P.1. INTENT. This section describes construction of Concrete Curb.

4.08AA-P.2. DESCRIPTION. Concrete Curb shall be made of concrete six (6") inches wide on top, eight (8") inches wide on the bottom, eighteen (18") inches deep, measured on the back.

4.08AA-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.08 AA in **Section 4.08** of the NYCDOT Standard Highway Specifications.

4.08AA-P.4. MEASUREMENT. The quantity to be measured for payment shall be the length of concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of curb and adjusted in accordance with **Section 5.04** of the NYCDOT Standard Highway Specifications.

4.08AA-P.5. PRICE TO COVER. The contract price per linear foot of Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the NYCDOT Standard Highway Specifications, Contract Drawings and the directions of the Engineer.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.08 AA-P	CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 AD-P
Straight Steel Faced Concrete Curb (18" Deep)

4.09AD-P.1. INTENT. This section describes construction of Straight Steel Faced Concrete Curb.

4.09AD-P.2. DESCRIPTION. Straight Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09AD-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Item No. 4.09 AD** in **Section 4.09** of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

The replacement of the existing straight steel faced concrete curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring of concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of **Sections 4.02 and 4.04** of the NYCDOT Standard Highway Specifications.
- e) Painting of steel plate (See NYCDOT Standard Details of Construction, **Drawing H-1010**).

4.09AD-P.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of straight steel faced concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of steel and adjusted in accordance with **Section 5.04** of the NYCDOT Standard Highway Specifications.

4.09AD-P.5 PRICE TO COVER. The contract price per linear foot of Straight Steel Faced Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications, the Contract Drawings and the directions of the Engineer.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.09 AD-P	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 CM-P
Corner Steel Faced Concrete Curb

4.09CM-P.1. INTENT. This section describes construction of Corner Steel Faced Concrete Curb.

4.09CM-P.2. DESCRIPTION. Corner Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09CM-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Item No. 4.09 CD** in **Section 4.09** of the NYCDOT Standard Highway Specifications, with the following modifications and additions for the replacement of existing corner curb including, but not limited to, depressed steel faced concrete curb for construction of pedestrian ramps per NYC Standard Highway Details of Construction:

The replacement of the existing corner steel faced concrete curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring of concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of **Sections 4.02 and 4.04** of the NYCDOT Standard Highway Specifications.
- e) Painting of steel plate (See Standard Details of Construction, **Drawing H-1010**).

Resetting corner steel faced concrete curb, only where specifically directed, shall be paid for at the unit price bid for Corner Steel Faced Concrete Curb. The work includes:

- a) Breaking out and removal of all concrete behind the existing steel facing.
- b) Burning and/or cutting off the facing plate to conform to the required standard shape and saw-cutting the existing curb as necessary.
- c) Grinding the cut edge of steel plate facing.
- d) Cleaning and resetting, as required.
- e) Pouring of new concrete behind the remaining steel facing.
- f) Painting of steel plate (See NYCDOT Standard Details of Construction, **Drawing H-1010**).

Also, the cost of installing any curb up to three (3') feet in length beyond the installed tangent corner curb will be paid for as corner steel faced concrete curb under this **Item 4.09 CM-P**.

Where the curb beyond the corner is steel faced concrete curb, the steel faced curb shall be extended to meet the existing curb as directed by the Engineer and the cost of the additional tangent length of steel faced concrete curb beyond the initial three (3) feet of tangent curb, that is to be measured and paid for under this **Item 4.09 CM-P**, will be measured and paid for as straight steel faced concrete curb under **Item 4.09 AD-P**.

Where corner curb is directed to be reset, the unit price shall also included the cost of removal and disposal of existing materials and restoration of roadway adjacent to reset curb, as required, and prime coating and finish painting of the existing steel facing.

4.09CM-P.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of steel faced concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of steel and adjusted in accordance with **Section 5.04** of the NYCDOT Standard Highway Specifications.

4.09CM-P.5. PRICE TO COVER. The contract price per linear foot of Corner Steel Faced Concrete Curb, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the NYCDOT Standard Highway Specifications, the Contract Drawings and the directions of the Engineer.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.09 CM-P	CORNER STEEL FACED CONCRETE CURB	L.F.

SECTION 4.13 A
4" Concrete Sidewalk

4.13A.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented) for installation of Sidewalk.

4.13A.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete four (4") inches thick, except in driveways and corner quadrants where it shall be seven (7") inches thick to be paid for under **Item No. 4.13 BA-P** and **4.13 BB-P**.

4.13A.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Item No. 4.13 AAS** and **4.13 ABS** for Item Nos. **4.13 AA-P** and **4.13 AB-P**, respectively, in **Section 4.13** of the NYCDOT Standard Highway Specifications.

4.13A.4. MEASUREMENT. The area of 4" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in **Section 5.04** of the Standard Highway Specifications.

In determining the area of Concrete Sidewalk to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13A.5. PRICES TO COVER. The contract price per square foot for each type of 4" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with **Subsection**

4.13.4.(B) of the NYCDOT Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 AA-P	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 AB-P	4" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 4.13 B
7" Concrete Sidewalk

4.13B.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented).

4.13B.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete seven (7") inches thick.

4.13B.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Item No. 4.13 BAS and 4.13 BBS**, as appropriate, in **Section 4.13** of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

Where new 7" concrete sidewalk on the new base cannot be installed due to clearance problems, the Engineer may recommend an alternate thinner concrete sidewalk slab be installed. Where the new alternate sidewalk slab is less than 7" thick but greater than 4", wire mesh reinforcement shall be installed in accordance with **Section 4.14** of the NYCDOT Standard Highway Specifications. Where the new alternate sidewalk slab is greater than 3" thick but not greater than 4", a wire mesh reinforcement shall be installed in accordance with **Section 4.14** and the concrete shall be Class A-40. Payment for alternate thicknesses of sidewalk slabs will be made at the unit price bid for 7" concrete sidewalk and no additional payment will be made for any wire mesh or increase in strength of concrete used.

4.13B.4. MEASUREMENT. The area of 7" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in **Section 5.04** of the Standard Highway Specifications. In addition, for each corner quadrant, the maximum limits of payment for **Item 4.13 BAC-P** and **4.13 BBC-P**, 7" Concrete Sidewalk, is 150 square feet where only one (1) ramp is installed and 175 square feet where two (2) ramps are installed. At any corner where these limits are exceeded no additional payment will be made for the excess thickness of concrete sidewalk and payment for that sidewalk will only be made at the unit price bid for 4" Concrete Sidewalk (Pigmented or Unpigmented, as applicable), under **Item 4.13 AB-P** or **4.13 AA-P**.

In determining the area of Concrete Sidewalk to be paid for under each item, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13B.5. PRICES TO COVER. The contract price per square foot for each type of 7" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with **Subsection 4.13.4.(B)** of the NYCDOT Standard Highway Specifications. The unit price bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 BA-P	7" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 BAC-P	7" CONCRETE SIDEWALK AT CORNER QUADRANTS (UNPIGMENTED)	S.F.
4.13 BB-P	7" CONCRETE SIDEWALK (PIGMENTED)	S.F.
4.13 BBC-P	7" CONCRETE SIDEWALK AT CORNER QUADRANTS (PIGMENTED)	S.F.

SECTION 6.51 BD-P
Pavement Key at Pedestrian Ramps (3' to 6' Wide)

6.51BD-P.1. INTENT. This section describes the work of installing pavement keys in order to remove depressed or damaged wearing course, to facilitate storm water run off (without ponding) and to facilitate installation of new pavement.

6.51BD-P.2. DESCRIPTION. The construction of pavement keys shall consist of cutting, milling, and removing a portion of the existing pavement to the required depth and width, generally next to curb or areas of poor pavement; all in accordance with the specifications, the Contract Drawings and the directions of the Engineer.

6.51BD-P.3. METHODS. The Contractor shall saw-cut or chisel-cut, for a depth of 1-1/2", a joint line in the existing asphaltic concrete wearing course at limits of pavement keys as directed.

All grindings (millings) and excavation material removed under this Section shall be loaded directly into dump trucks and shall be satisfactorily disposed of by the Contractor, away from the site. No debris will be allowed to accumulate at the site.

All milling shall be done prior to excavation of existing curb; however, it shall be done not less than two weeks prior to the excavation of existing curb.

6.51BD-P.4. USES. Pavement Key at Pedestrian Ramp (various widths) shall be used in the following locations:

- 1) At all locations requiring gutter adjustments (3' to 6' wide) both inside and outside corner quadrant (pedestrian ramp) areas as directed. To lower roadway or reshape roadway to eliminate ponding.
- 2) To remove asphaltic bumps or depression or badly crazed areas in the roadway to provide positive surface flow away from the ramp area.
- 3) Milling shall be to the required depth to facilitate an average of 1-1/2" resurfacing after the work is completed.
- 4) At locations to be excavated under other contract items.

6.51BD-P.5. MEASUREMENT. The quantity to be measured for payment, under **Item 6.51 BD-P**, shall be the number of cubic yards of existing pavement actually cut out to provide a pavement key at pedestrian ramps and other locations as directed. Measurement shall be a vehicle measurement based on the number of cubic yards of material removed and disposed away by Contractor, measured in trucks at the place of loading. Only water level loads will be accepted and no allowance will be made for any crown or peak of the load.

6.51BD-P.6. PRICE TO COVER. The contract price per cubic yard of **Item 6.51 BD-P**, shall cover the cost of furnishing all labor, plant,

equipment, insurance, and necessary incidentals required and completing the work, including but not limited to, saw cutting at beginning and end of grinding limits, cutout of existing roadway material, loading all grindings and excavated material into dump trucks, and removing and disposing of said material away from the site, all in accordance with Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.51 BD-P	PAVEMENT KEY AT PEDESTRIAN RAMPS (3' TO 6' WIDE)	C.Y.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the contract:

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. 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>

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- * Please note that this embargo only applies to NYCDOT construction permits.
 - * List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

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.

D. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

E. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:
 - (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
 - (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum

contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permittee's vehicle enters Permitter property. The insurance must be in the name of the Permittee or its contractor entering the Permitter property with limits of liability in the amount specified in Scheule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule A.
- (E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-

contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permitter and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

- a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the *Permitter/MTA* and shall deliver evidence of such policies.
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. ("ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permitter containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permitter:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permitter c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permitter/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permitter/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permitter/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permitter/MTA policy

available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permitter/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permitter, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitter Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (1) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

F. RESTRICTED WORKING HOURS. Construction activities shall be restricted to the work schedules specified in the Traffic Stipulations provided at the end of these Special Provisions. Prior to undertaking any construction activities near the schools, work shall be scheduled in consultation with the school authorities and with the approval of the Engineer. No extension of time will be granted to the Contractor, for completion of this contract due to restricted working hours.

G. SCHEDULE OF WORK. The Contractor shall be required to prepare a progress schedule, in accordance with the requirements of Article 9 of the Standard Construction Contract, based on simultaneously working at multiple locations using multiple crews during the construction of the contract, as approved by the Engineer.

Each work force crew shall be defined as a sufficient number of workers with support staff and equipment necessary to perform the work efficiently as directed by the Engineer. Where the Contractor can demonstrate to the Engineer that he has substantially completed work, he may be permitted to start work at additional locations, on a one to one basis, at the sole discretion of the Engineer.

Where the Contractor's work operations are not able to meet its approved progress schedule, the Engineer may order the Contractor to provide additional work force as may be necessary. Failure to comply with such orders within seven (7) calendar days after the written notice from the Engineer may result in the Contractor being declared in default of the Contract in accordance with the procedure contained in Article 48 of the Standard Construction Contract.

H. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

I. 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 Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

J. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

K. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Items 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

L. NOTIFICATION OF PRIVATE UTILITIES. The necessary adjustment or relocation of any private utility company's hardware encountered in the work site, shall be performed by them or their agents. Contractor shall notify the affected Utility Company at least two (2) weeks prior to the start of work at any location.

M. CLEANING OF DRAINAGE STRUCTURES. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

N. BUS SHELTERS. The Contractor shall exercise extreme care when working at or in the vicinity of existing bus stop shelters. Any damage to existing bus stop shelters, including all electrical service lines, caused by the Contractor's operations shall be repaired or replaced by the Contractor, as directed by the Engineer, at no cost to the City.

The Contractor is required to notify, Cemusa Inc., 420 Lexington Avenue, New York, N.Y. 10170 at (212) 599-7990 at least 72 hours prior to the commencement of any contract work at/or in the vicinity of any bus shelter location.

O. UNDER-SIDEWALK VAULTS. The Contractor is hereby advised that under-sidewalk vaults may be present in both sidewalk and roadway areas within the project limits. Where Contractor claims any locations can not be completed because of vaults, he should indicate by which method he has determined vault interference and provide that information to the Engineer.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, he/she shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade by drilling holes (at no direct payment), or by Test Pits, under Item No. 9.00 C, as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to his failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

- A - NEW YORK CITY DEPARTMENT OF BUILDINGS
- B - MS. PENNY A. JACKSON
FOIL/RECORDS ACCESS
OFFICE OF LITIGATION SERVICES AND RECORDS MANAGEMENT
NYC DEPARTMENT OF TRANSPORTATION
55 WATER STREET, 6TH FLOOR
NEW YORK, NY 10041
- C - NEW YORK CITY DEPARTMENT OF FINANCE

Where vault roofs are determined to interfere with construction of standard pedestrian ramps, the Engineer's may approve for construction of, or installation of, non-standard pedestrian ramps, which may include relocation of ramps and/or partial roadway ramps.

An overall field sketch of each corner suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of his/her investigation shall be furnished by the Contractor to the Engineer for review at least ten (10) working days prior to start of work at that respective corner. Said photographs shall be in addition to those required under Item 6.43. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed pedestrian ramps. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at his own expense.

P. THE CONTRACTOR IS ADVISED that NYC Landmarks Preservation Commission has designated various locations in Douglaston as NYC Landmarks. For additional information, see the "BINDING REPORT" attached to the end of these Special Provisions.

Q. THE CONTRACTOR IS NOTIFIED that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

R. NEW YORK CITY TRANSIT CURRENT AND FUTURE PROJECTS: The NYC Transit current and future projects list attached at end of this addendum that may impact and/or interfere with this project and might require the Contactor to coordinate construction work with NYCT Contractors. These project locations are for information only.

S. THE CONTRACTOR IS NOTIFIED that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

T. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

U. 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

POLLY TROTTEBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

05/20/2015

OCMC FILE NO: QEC-15-215
 NYCDDC CONTRACT NO: HWP14QTA
 PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TRANSIT AUTHORITY AND LANDMARK PROPERTY, INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

PERMISSION IS HEREBY GRANTED TO NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC IN VARIOUS LOCATIONS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE 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. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
4. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
5. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
6. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
7. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
8. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
9. **NOTIFICATION** – THE PERMITTEE 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 ABUTTING PROPERTY OWNERS.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street, 7th Floor
 New York City, NY 10041
 T: 212.839.0637 F: 212-839-8970
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OCMC FILE NO: QEC-15-215

PAGE 2 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

10 ENHANCED MITIGATIONS

- o VARIABLE MESSAGE SIGNS (VMS) SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
- o "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS 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 AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- o COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.
- o FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING SHALL BE PROVIDED TO ENSURE PEDESTRIAN STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT DESIGNATED CROSWALK AREAS AS STATED ABOVE.

B. MAINTENANCE AND PROTECTION OF TRAFFIC:

GENERAL NOTES APPLICABLE TO ALL CONSTRUCTION STAGES:

- ALL ADVANCE WARNING SIGNS SHALL BE INSTALLED WITHIN 150 AND 200 FEET BEFORE THE CONSTRUCTION. ALL END ROAD WORK SIGNS SHALL BE INSTALLED 200 FEET AFTER THE CONSTRUCTION.
- THE CONSTRUCTION SEQUENCE, OTHERWISE DIRECTED BY THE ENGINEER SHALL BE AS FOLLOWS:
 1. CONSTRUCTION OF SEWER MAINS AND OTHER UNDERGROUND UTILITIES
 2. INSTALLATION OF CATCH-BASINS AND CONNECTIONS
 3. CONSTRUCTION OF NEW CURBS
 4. CONSTRUCTION OF NEW SIDEWALKS
 5. CONSTRUCTION OF ROADWAY PAVEMENT
- SUBSEQUENT STAGES MUST COMMENCE WITHIN SEVEN CALENDER DAYS OF THE COMPLETION OF THE PREVIOUS STAGE WITHIN EACH STREET BLOCK.
- EXCAVATIONS SHALL BE COMLETELY ENCLOSED WITH TIMBER CURBS, LIGHTED BARRICADES OR FENCING. ALL BOUNDARIES BETWEEN WORK AREAS AND PEDESTRIAN ROUTES ALONG SIDEWALKS SHALL BE CLEARLY DELINEATED BY STEEL BARRICADES. PEDESTRIAN CROSSINGS OVER EXCAVATONS SHALL BE CONSTRUCTED WITH STEEL PLATES LINED WITH FENCE ATTACHED TO BOTH SIDES.
- THE CONTRACTOR SHALL COVER THE EXCAVATIONS WITH STEEL PLATES AFTER WORKING HOURS TO RESTORE TRAFFIC OVER EXCAVATED AREAS.
- FOR ANY WORK PROCEEDING THOUGH AN INTERSECTION, THE CONTRACTOR MAY CLOSE ONE CROSS-WALK AT A TIME. THE CONTRACTOR SHALL WORK IN ONE-HALF WIDTH OF THE INTERSECTING STREETS AT A TIME AND MAINTAIN THE OTHER HALF OPEN FOR VEHICULAR TRAFFIC.
- TO PERMIT ADEQUATE VISIBILITY AT INTERSECTIONS ALL BARRICADES SHALL BE PLACED SO AS NOT TO HINDERPEDESTRIAN OR VEHICULAR SIGHT LINES. NO SHEETING SHALL EXTEND HIGHER THAN 24" ABOVE PAVEMENT LEVEL WITHIN 50 FEET OF ANINTER SECTION.
- ALL INTERSECTIONS SHALL BE OPENED TO TRAFFIC AFTER WORKING HOURS.
- THE CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY TRAFFIC AT ALL TIMES UPON DEMAND.

OCMC FILE NO: QEC-15-215

PAGE 3 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

- THE CONTRACTOR SHALL MAINTAIN EXISTING BICYCLE FACILITIES WITH A SMOOTH RIDING SURFACE FREE OF DEBRIS AND OTHER IMPEDIMENTS AT ALL TIMES

INSTALLATION OF CATCH-BASINS AND CONNECTIONS:

- THE CONTRACTOR SHALL UTILIZE THE BARREL CONFIGURATION FOR BASIN/ BASIN PIPE CONNECTION EXCAVATIONS.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5-FOOT CLEAR SIDEWALK FOR PEDESTRIANS AT ALL TIMES AND SHALL MAINTAIN PEDESTRIAN CROSSINGS AT THE CORNERS AT ALL TIMES.
- AT THE END OF EACH DAY'S WORK ALL TRENCHES SHALL BE BACKFILLED AND COVERED WITH ASPHALTIC BINDER MIXTURE, OR COVERED BY STEEL PLATE AND THE STREET SHALL BE OPENED TO TRAFFIC.

CONSTRUCTION OF NEW CURBS AND SIDEWALKS:

- THE CONTRACTOR CAN INITIALIZE THE CONSTRUCTION OF NEW CURB IN WORK AREA OF MAXIMUM 200 FEET. AFTER SATISFACTORY START OF CURB WORK THE ENGINEER MAY PERMIT THE CONTRACTOR TO EXTEND THE WORK AREA TO A MAXIMUM OF 600 FEET.
- STRAIGHT CURBS AND CORNER CURBS SHALL NOT BE DISTURBED SIMULTANEOUSLY IN THE SAME BLOCK
- ALL HYDRANTS, LIGHT POLES, TREES SHALL BE RELOCATED, REPLANTED SO AS TO PROVIDE AT LEAST ONE AND A HALF FOOT CLEAR DISTANCE FROM THE FACE OF THE CURB TO THE FACE OF THE OBJECT.

CONSTRUCTION OF CURB AND PEDESTRIAN RAMP IN MIDBLOCKS:

1. **QUEENS BLVD BETWEEN 39TH STREET AND 39TH PLACE**
2. **ROOSEVELT AVENUE BETWEEN 102ND STREET AND 103RD STREET**
3. **HILLSIDE AVENUE BETWEEN 181ST STREET AND 180TH STREET**
4. **JAMAICA AVENUE BETWEEN 124TH STREET AND 123RD STREET**

- THE WORKING HOURS SHALL BE 9:00 AM – 4:00 PM, MONDAY THRU FRIDAY AND 8:00 AM TO 4:00 PM SAT
- IF WORKING **WITHIN A SCHOOL ZONE**, THE WORKING HOURS SHALL BE:
9:00 AM – 2:00 PM AND 4:00 PM-7:00 PM, MONDAY- FRIDAY
- **A SCHOOL VARIANCE (VAR001) IS GRANTED TO WORK DURING SCHOOL HOURS AS STIPULATED BY OCMC – STREETS. THE CONTRACTOR MUST NOTIFY THE SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK.**
- SHOULD **"NO STANDING" RUSH HOUR REGULATIONS APPLY** ADJACENT TO / OR OPPOSITE THE CONSTRUCTION ZONE, WORK IS RESTRICTED DURING THE HOURS SPECIFIED ON THE POSTED REGULATION. **OCMC –STREETS SHOULD BE CONTACTED IN WRITING BY THE ENGINEER-IN-CHARGE ONLY IF THEY ARE REQUESTING A WAIVER AND CONSIDERATION TO WORK DURING THE RESTRICTED HOURS.**
- DURING WORKING HOURS THE CONTRACTOR SHALL MAINTAIN 1-11 FOOT LANE FOR TRAFFIC ON ONE-WAY STREETS AND 2-11 FOOT LANES FOR 1-11 FOOT LANE IN EACH DIRECTION ON TWO-WAY STREETS.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5-FOOT CLEAR SIDEWALK FOR PEDESTRIANS AT ALL TIMES, OR A 5-FOOT PROTECTED PEDESTRIAN WALKWAY IN THE ROADWAY ADJACENT TO WORK ZONE FOR PEDESTRIANS. THE PEDESTRIAN WALKWAY SHALL BE RAMPED AT ENTRY FOR HANDICAP ACCESS. OCCUPANCY OF NO STOPPING ZONE, NO STANDING ZONE AND AUTHORIZED PARKING ZONE IS PROHIBITED.
- WHILE PERFORMING CURB/ SIDEWALK WORK, THE CONTRACTOR SHALL PROVIDE HANDICAP ACCESS BY TEMPORARILY RAMPING SUITABLE AREA WITH ASPHALTIC CONCRETE.
- THE CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS TO AND FROM ALL ADJUTING PROPERTIES, DWELLINGS, AND BUSINESSES AT ALL TIMES.

OCMC FILE NO: QEC-15-215

PAGE 4 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

- THE EXCAVATION OF THE EXISTING SIDEWALK SHALL BE LIMITED TO THE AREA OF CONCRETE TO BE POURED ON THE SAME DAY SO THAT NO OPEN EXCAVATION IS LEFT AT THE END OF THE DAY'S WORK.
- UPON COMPLETION OF THE CURB WORK, THE CONTRACTOR SHALL TEMPORARILY RESTORE THE ROADWAY PAVEMENT ADJACENT TO THE CURB WITH 4-INCH ASPHALTIC CONCRETE MIXTURE.
- AFTER WORKING HOURS THE CONTRACTOR MAY OCCUPY 1-11 FOOT LANE ADJACENT TO THE CURB, INCLUDING THE PEDESTRIAN WALKWAY. OCCUPANCY OF NO STOPPING ZONE, NO STANDING ZONE AND AUTHORIZED PARKING ZONE IS PROHIBITED.
- AFTER WORKING HOURS ALL CROSSWALKS MUST BE OPENED.
- THE CONTRACTOR SHALL WORK ONLY ON ONE SIDE OF THE STREET AT A TIME.

CONSTRUCTION OF CURB SIDEWALK AND PEDESTRIAN RAMP AT INTERSECTIONS:

1. **ROOSEVELT AVENUE AND 54TH STREET**
2. **ROOSEVELT AVENUE AND 54TH STREET**
3. **ROOSEVELT AVENUE AND 53RD STREET**
4. **ROOSEVELT AVENUE AND 111TH STREET**
5. **R ROOSEVELT AVENUE AND 54TH STREET**
6. **ROOSEVELT AVENUE AND 75TH STREET**
7. **ROOSEVELT AVENUE AND 79TH STREET**
8. **ROOSEVELT AVENUE AND 80TH STREET**
9. **ROOSEVELT AVENUE AND 83RD STREET**
10. **ROOSEVELT AVENUE AND BAXTER AVENUE**
11. **ROOSEVELT AVENUE AND 84TH STREET**
12. **ROOSEVELT AVENUE AND 88TH STREET**
13. **ROOSEVELT AVENUE AND ELMHURST AVENUE**
14. **ROOSEVELT AVENUE AND 92ND STREET**
15. **ROOSEVELT AVENUE AND 99TH STREET**
16. **ROOSEVELT AVENUE AND 108TH STREET**
17. **ROOSEVELT AVENUE AND 94TH STREET**
18. **SENECA AVENUE AND PALMETTO STREET**
19. **SAINT FELIX AVENUE AND 79TH AVENUE**
20. **ROOSEVELT AVENUE AND 49TH STREET**
21. **BESSEMER STREET AND 85TH AVENUE**
22. **JAMAICA AVENUE AND 116 STREET**
23. **JAMAICA AVENUE AND LEFFERST BLVD**
24. **JAMAICA AVENUE AND 121ST STREET**
25. **JAMAICA AVENUE AND 122ND STREET**
26. **JAMAICA AVENUE AND 123RD STREET**

OCMC FILE NO: QEC-15-215

PAGE 5 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

27. JAMAICA AVENUE AND 124TH STREET**28. 46TH STREET AND 25TH AVENUE**

- THE WORKING HOURS SHALL BE 9:00 AM- 4:00 PM, MONDAY THRU FRIDAY AND 8:00AM-4:00PM SATURDAY
- IF WORKING **WITHIN A SCHOOL ZONE**, THE WORKING HOURS SHALL BE:
9:00AM – 2:00PM PLUS 4:00 PM TO 7:00 PM, MONDAY- FRIDAY AND
8:00AM-4:00PM SATURDAY.
- A **SCHOOL VARIANCE (VAR001)** IS GRANTED TO WORK DURING SCHOOL HOURS AS STIPULATED BY OCMC – STREETS. THE CONTRACTOR MUST NOTIFY THE SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK.
- SHOULD **"NO STANDING" RUSH HOUR REGULATIONS** APPLY ADJACENT TO / OR OPPOSITE THE CONSTRUCTION ZONE, WORK IS RESTRICTED DURING THE HOURS SPECIFIED ON THE POSTED REGULATION. OCMC –STREETS SHOULD BE CONTACTED IN WRITING BY THE ENGINEER-IN-CHARGE ONLY IF THEY ARE REQUESTING A WAIVER AND CONSIDERATION TO WORK DURING THE RESTRICTED HOURS.
- THE CONTRACTOR MAY CLOSE THE FULL WIDTH OF THE SIDEWALK AT THE CORNER OF THE INTERSECTIONS PROVIDED SIGNS ARE POSTED THAT MEET NYCDOT SPECIFICATIONS FOR DIRECTING THE PEDESTRIANS TO THE OPPOSITE SIDEWALK.
- THE CONTRACTOR SHALL OCCUPY 1-11 FOOT LANE ADJACENT TO ONE QUARTER OF THE INTERSECTION AT ANY TIME
- THE CONTACTOR SHALL MAINTAIN AT LEAST ONE PEDESTRIAN CROSSING IN EACH DIRECTION AT THE INTERSECTION AT ALL TIMES.
- THE EXCAVATION OF THE EXISTING SIDEWALK SHALL BE LIMITED TO THE AREA OF CONCRETE TO BE POURED ON THE SAME DAY SO THAT NO OPEN EXCAVATION IS LEFT AT THE END OF THE DAY'S WORK.
- UPON COMPLETION OF THE CURB WORK, THE CONTRACTOR SHALL TEMPORARILY RESTORE THE ROADWAY PAVEMENT ADJACENT TO THE CURB WITH 4-INCH ASPHALTIC CONCRETE MIXTURE.
- THE CONTRACTOR MAY OCCUPY / CLOSE ONE CROSSWALK AT A TIME, POSTING NECESSARY SIGNAGE TO NOTIFY PEDESTRIANS TO USE OTHER CROSSWALK.
- THE CONTRACTOR SHALL WORK ON ONLY ONE SIDE OF THE STREET AT ANY TIME.
- THE CONTRACTOR SHALL NOT WORK AT THE ADJACENT CORNER CURB AND THE STRAIGHT CURB IN THE SAME BLOCK SIMULTANEOUSLY. THE CONTRACTOR SHALL ALSO NOT WORK ON SIDEWALKS ADJACENT TO CORNER CURBS AND SIDEWALK ADJACENT TO STRAIGHT CURBS IN THE SAME BLOCK SIMULTANEOUSLY
- AFTER WORKING HOURS ALL CROSSWALKS MUST BE OPENED.

CONSTRUCTION OF ROADWAY PAVEMENT:

- THE CONTRACTOR SHALL ESTABLISH THE WORK ZONE AS PER THE PAVEMENT CONTRUCTION PLAN APPROVED FOR THAT LOCATION. THE WORK ZONE SHALL BE SEPERATED FROM TRAFFIC WITH THE APPROPRIATE TRAFFIC CONTROL DEVICES SUCH AS JERSEY BARRIERS, WOODEN BARRIERES, PLASTIC BARRELS, STEEL PEDESTRAIN FENCING ETC.
- THE CONTRACTOR SHALL MAINTIAN PEDESTRAIN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS AT ALL TIMES.
- THE COTRACTOR SHALL MAINTAIN TRAFFIC FROM AND TO THE CROSS-STREETS AT ALL TIMES
- THE CONTRACTOR SHALL MAINTAIN 1-12 FOOT LANE FOR EMERGENCY TRAFFIC AT ALL TIMES
- AFTER COMPLETION OF NEW PAVEMENT BASE AND CURING, PUT RAMPS AROUND MANHOLE HEADS WITH TEMPORARY ASPHALTIC MIXTURE AND OPEN THE ROADWAY FOR TRAFFIC.

OCMC FILE NO: QEC-15-215

PAGE 6 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

C. GENERAL NOTES

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. The Contractor must comply with all Construction Embargos issued by the NYCDOT including the Holiday Embargo. The contractor shall comply with all requirements of the NYCDOT Special Events Unit as identified below:

a. Street Fairs / Festivals

All excavations must be plated with skid resistant plates.
Plates must be recessed and flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

b. Running / Walking / Biking Events

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

c. Parades

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
Formation and dispersal area plates must be recessed and flush with pavement (Plates must be skid resistant).
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

d. Mayoral Events

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

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.
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.
The Permittee is not authorized to enter, occupy or use any publicly-owned or privately owned, non-paved, landscape or non-landscaped location without specific written permission. When the location is within the right-of-way of a limited-access arterial highway, written approval from the NYCDOT OCMC-Highways is required. When the location is within the right-of-way of a public street or public park, written approval from the New York City Department of Transportation or New York City Department of Parks and Recreation is required. When the location is within the right-of-way of any other jurisdiction such as private property, State, Federal etc., it is the Permittee's responsibility to determine the property owner and obtain the written approval.

OCMC FILE NO: QEC-15-215

PAGE 7 OF 7

05/20/2015


NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO


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The Permittee shall adhere to the NYCDOT Bureau of Bridges' Special Provisions for Landscape Protection, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

1. 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.
2. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
3. 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.
4. 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.
5. 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.



NICOLAS DAGHER, P.E.
 EXECUTIVE DIRECTOR
 NYCDOT
 OCMC-STREETS



SAMMY AMOKRANE.
 PROJECT MANAGER
 NYCDOT
 OCMC-STREETS



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
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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.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: April 15, 2015

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Sections 6.44 PO and 6.52 CG.
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;
Substitute the following revised **Subsection 4.16.5.(B)**:

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT**;
Delete the first three (3) paragraphs on page 219;
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**;
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, **Subsection 4.11.2.(B), first paragraph, sixth line;**
Delete the word "porcelain,".
8. Refer to Page 201, **Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;**
Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN
AGGREGATE (RPA) :**

“(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchyk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING,**
first four paragraphs;
Delete the first four paragraphs under Subsection 4.13.4.(H), in
their entirety;
Substitute the following revised four paragraphs:

“Where pigmentation is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

‘Commercial Gray’: In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield ‘Landmarks Grey’ K-157-4; L.M. Scofield ‘Cool Black No. 4’; Davis Colors No. 884-3%; Lansco Color No. 437 ‘Strong Black’ 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 05-24-2013]

11. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, second paragraph;
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;
Change the words "Concrete of Type IA and IIA shall have..." to read "Concrete of Type IA, IIA and IIIA shall have..."

[Added 09-04-2013]

14. Refer to page 100, **Subsection 3.01.3.(C)1.(c)**;
Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix...";
Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."

15. Refer to page 110, **Subsection 3.05.2.(A)**, **Table 3.05-I**;
Insert the following text at the bottom of **Table 3.05-I**:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

16. Refer to page 112, **Subsection 3.05.3.(C)**, second paragraph;
Delete the second paragraph in its entirety;
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words
"condition making up one (1) cubic yard of concrete.";
Insert the following sentence between the words "condition making up one
(1) cubic yard of concrete." and "The range of water-cement ratio within which the ...":

"The calculated yield of the mix shall be within \pm 2% of the Theoretical one (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The
Contractor may substitute Portland cement . . .";
Delete the second paragraph under **Subsection 3.05.4.**, in its
entirety;
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;
Change in the third row, second column, the type of Portland
Cement from "Type III*" to read "Type II or Type III*"

20. Refer to page 132, **Subsection 3.06.3.(D)**;
Change the words "Water shall be drawn from mains owned by The City of New York." to
read "Water shall be potable and drawn from municipal water mains."

21. Refer to page 133, **Subsection 3.07.3.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

22. Refer to page 134, **Subsection 3.08.4.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

23. Refer to Page 166, **Subsection 4.05.2. (A)** ;
Delete **Subsection 4.05.2. (A)**, in their entirety;
Substitute the following revised **Subsection 4.05.2. (A)** :

“(A) Concrete Pavement shall be of the following types:

- Type 1--Non-reinforced
- Type 2--Reinforced (Unpigmented or pigmented if specified)
- Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses.”

24. Refer to Page 166, **Subsection 4.05.3. (A)** ;
Insert the following new **Subsection 4.05.3. (A1)** :

“(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer.”

25. Refer to Page 170, **Subsection 4.05.5. (A) GENERAL** ;
Insert the following two new paragraphs:

“For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete.”

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4th line;
Insert in the fourth line, the words “pigment when specified” between the words “specifications, including, but not limited to,” and “furnishing and installing ...”:

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER;**
Insert the following two new Items to the list of Item Nos. at the
bottom of **Subsection 4.05.9:**

"4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.
4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT
(BUS STOPS)(PIGMENTED) C.Y."

[Added 04-15-2015]

28. Refer to Page 12, the second page of CONTRACTOR CODE OF CONDUCT;
Delete the text on page 12, in its entirety;
Substitute the revised text as contained on the following page
A1-1i.

29. Refer to Page 15, Subsection 1.06.23.(B) DISPOSAL OF CONSTRUCTION
WASTE;
Delete Subsection 1.06.23.(B) DISPOSAL OF CONSTRUCTION WASTE, in
its entirety;
Substitute the following text:

"(B) DISPOSAL OF CONSTRUCTION WASTE

The Contractor shall dispose of all waste materials in a legal and proper manner. Should the facilities of the New York City Department of Sanitation be used, waste material shall be disposed of in accordance with the rules and regulations of the Department of Sanitation. The Contractor shall submit an affidavit to the Commissioner indicating that he has complied with said rules and regulations, the site used, and proof of purchase of dump tickets. Should the Contractor use a site other than the Department of Sanitation, the Contractor shall submit an affidavit to the Commissioner indicating that he has complied with all laws for removal of waste material, the site used, and a paid receipt. In addition, should the facilities used be located in the State of New York, it shall be a Solid Waste Management Facility registered with the New York State Department of Environmental Conservation, Division of Solid & Hazardous Materials. Failure to comply with this provision shall be deemed a material breach of this contract."

30. Refer to Pages 20 and 21, Subsection 1.06.25. Schedule of
Operations;
Delete the last paragraph of Subsection 1.06.25., in its entirety;
Substitute the following paragraph:

"The Contractor shall submit weekly progress status update reports showing its anticipated work schedule for the upcoming week or as otherwise directed by the Engineer. Timely submission of these weekly progress schedules are critical for preparation of the Weekly Construction Bulletin to be prepared by the Construction Community Liaison or project staff. If the Contractor fails to submit the required anticipated work schedule, the Resident Engineer will issue a Field Order. 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."

31. Refer to Page 89, Subsection 2.26.5.;
Change the "Percent Passing" for Sieve Size No. 100 from "40-600%"
to "40-60%".

Relationships with the community will be polite and helpful

- Inappropriate or foul language will not be tolerated.
- Personal and commercial deliveries will be accommodated.
- Access will always be maintained for mail delivery and the community.
- Construction personnel will be courteous to the public and will refer all questions to the Resident Engineer or Community Construction Liaison.

The community will be kept informed about the project

- An overall project schedule along with detailed information about immediate project activities will be maintained and kept up-to-date, for use by City representatives to keep the community informed of Contractor's operations.
- All 24 Hour Notifications signs prepared by the project staff in order to inform the public of impending work (i.e. water shutdowns, parking interruptions, traffic pattern changes, access restrictions, etc.) shall be posted by the Contractor in the affected geographical area as directed by the Engineer, at least 24 hours before the start of such work.

Construction will proceed in a safe manner

- Temporary walkways will be clearly marked, smooth, drained, and clear of obstacles.
- Access to active fire hydrants will be maintained.
- Equipment and vehicles will be operated at acceptable speeds and in a safe manner.
- Fencing will be maintained in an acceptable condition.
- There will be sufficient traffic control devices and they will be maintained.
- Trucks will not stand idling.
- Steel road plates will be skid-resistant.
- Flaggers will ALWAYS be used when equipment is moved into and out of congested or high-volume traffic areas.
- Temporary asphalt ramps and roadway restorations will be well maintained.

Signature of Principal of Construction Company

Date

Name of Construction Company (Print)

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2. (C) (c) (1) Personal Computer(s) - Workstation Configuration;**

Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m),** in their entirety;

Substitute the following revised text:

- "(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
- "(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
- "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

2. Refer to Page 366, **Subsection 6.40.2. (C) (c) (2) (b);**
Delete the text under **Subsection (b),** which begins with the words
"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;
Substitute the following revised text:

- "(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."

3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;
 Delete the text in the first paragraph of Subsection 6.40.3., in its entirety;
 Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;
 Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, **Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;
Delete the text under **Subsections (g) and (k)**, in their entirety;
Substitute the following revised text:

- "(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
- (k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;
Delete the text under **Subsection (a)**, in its entirety;
Substitute the following revised text:

- "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;
Delete the text under **Subsection (b)**, in its entirety;
Substitute the following words: **"(b) (No Text)."**

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**;
Delete **Section 7.88**, in its entirety;
Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. (NO TEXT)

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

[Added 05-24-2013]

13. Refer to Page 366, **Subsection 6.40.2. (C) (c) (1) (m) Software Requirements**, as modified by Article 1 on page A1-2;
Delete the text under **Subsection (m)**, in its entirety;
Substitute the following revised text:

“(m) **Software Requirements:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.”

[Added 09-04-2013]

14. Refer to Page 384, the end of **Section 6.44 - White and Yellow Thermoplastic Reflectorized Pavement Markings**;
Insert new **SECTION 6.44 PO**, after **Section 6.44**, as contained on the following pages A1-2k through A1-2m.

[Added 02-10-2014]

15. Refer to Pages 393 and 394, **SECTION 6.52 - Uniformed Full-Time Flagperson**;
Delete **Section 6.52** on pages 393 and 394, but do not delete examples on pages 395 and 396;
Substitute **SECTION 6.52 CG**, as contained on the following pages A1-2n and A1-2o.

**SECTION 6.44 PO
Lane Pavement Overlay**

6.44PO.1. DESCRIPTION. This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

6.44PO.2. REFERENCES.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

6.44PO.3. SUBMITTALS.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green $\Delta E < 1.5$
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc.
1509 S. Kaufman Street
Ennis, TX 75119

Integrated Pavement Concepts, Inc.
102-17957 55th Avenue
Surrey, BC Canada V3S 6C4

Crafco, Inc.
420 N. Roosevelt Avenue
Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

6.44PO.6. MEASUREMENT. The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

6.44PO.7. PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

SECTION 6.52 CG

Crossing Guard

6.52CG.1. INTENT. This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.

6.52CG.2. DESCRIPTION. The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

6.52CG.3. METHODS. All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

6.52CG.4. MEASUREMENT. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.

6.52CG.5. PRICE TO COVER. The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

Item No.	Item	Pay Unit
6.52 CG	CROSSING GUARD	PERSON-HOUR (P/HR)

[Added 02-24-2014]

16. Refer to Pages 480 and 481, **Subsection 7.13.2. (B) MAINTENANCE OF STREETS**, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way . . . ;
Delete the 4th paragraph, in its entirety;
Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

[Added 04-15-2015]

17. Refer to Page A1-2n of this Addendum, **Subsection 6.52CG.5. PRICE TO COVER**;
Add the following text as the second paragraph under **Subsection 6.52CG.5.**:

"The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards."

18. Refer to Pages 328 through 341, **Subsections 6.23.5. MEASUREMENT and 6.23.6. PRICES TO COVER**;
Delete **Subsection 6.23.5. MEASUREMENT and 6.23.6. PRICES TO COVER**, in their entirety;
Substitute **Subsection 6.23.5. MEASUREMENT (Revised) and 6.23.6. PRICES TO COVER (Revised)**, as contained on the following pages A1-2q through A1-2af
19. Refer to Page 511, **SECTIONS 7.97 THRU 8.01 (NO TEXT)**;
Change the words "**SECTIONS 7.97 THRU 8.01 (NO TEXT)**" to read "**SECTIONS 7.97 THRU 7.99 (NO TEXT)**";
Insert new Section 8.00 MT, as contained on the following pages A1-2ag Through A1-2ai;
Insert the words "**SECTION 8.01 (NO TEXT)**".

6.23.5. MEASUREMENT (Revised).

(A) The quantities of

- ITEM NO. 6.23 AA FURNISH AND INSTALL FIRE ALARM POST IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 AB REMOVE EXISTING FIRE ALARM POST
- ITEM NO. 6.23 AC ADJUST FIRE ALARM POST TO NEW GRADE IN ACCORDANCE WITH F.D. STD. DWG. #167
- ITEM NO. 6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141

to be measured for payment shall be the number of fire alarm posts with or without subbases, as specified, incorporated in the work as shown, specified or required, to the satisfaction of the Engineer; the number of fire alarm posts and/or empty housings actually delivered to the Fire Department's storehouse as shown, specified or required, to the satisfaction of the Engineer; or, the number of fire alarm posts adjusted to the new grade as shown, specified or required, to the satisfaction of the Engineer.

(B) The quantities of

- ITEM NO. 6.23 AF FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
- ITEM NO. 6.23 AFA FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA WITHOUT TERMINATING CABLES
- ITEM NO. 6.23 BF FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146
- ITEM NO. 6.23 BFE FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146 WITHOUT TERMINATING CABLES

to be measured for payment shall be the number of pole terminal boxes of each type, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(C) The quantities of

- ITEM NO. 6.23 BBS FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 BBSE FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 BH FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA
- ITEM NO. 6.23 BHE FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA
- ITEM NO. 6.23 CB FURNISH AND INSTALL 2 - 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 CBE FURNISH AND INSTALL 2 - 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141

ITEM NO. 6.23 XBB	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB
ITEM NO. 6.23 XBBE	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB
ITEM NO. 6.23 XCC	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XCCE	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDD	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDDE	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)

to be measured for payment shall be the number of bends of each type and size of eighteen (18") inch radius for fire alarm posts or poles installed in the work, complete, as shown, specified or required, to the satisfaction of the Engineering.

(D) The quantities of

ITEM NO. 6.23 BCS	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 BCSE	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGS	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGSE	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGT	FURNISH AND INSTALL 2 - 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 BGTE	FURNISH AND INSTALL 2 - 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 CC	FURNISH AND INSTALL 2 - 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 CCE	FURNISH AND INSTALL 2 - 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 XB	FURNISH AND INSTALL 2" STEEL GALVANIZED CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XBE	FURNISH AND INSTALL 2" STEEL GALVANIZED CONDUIT (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XC	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XCE	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XD	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDE	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)

to be measured for payment shall be the number of linear feet of each size, number and kind of fire communication conduit and forty-eight (48") radius bends incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer, measured along the center line of each run of fire communication conduit, from center line of manhole to center line of manhole or to center line of fire alarm post or pole, as is applicable.

(E) The quantities of

ITEM NO. 6.23 BD	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DC	FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDA	FURNISH AND INSTALL 15 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDB	FURNISH AND INSTALL 20 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDC	FURNISH AND INSTALL 25 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDD	FURNISH AND INSTALL 30 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDE	FURNISH AND INSTALL 40 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DF	FURNISH AND INSTALL 45 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DG	FURNISH AND INSTALL 50 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DH	FURNISH AND INSTALL 55 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DJ	FURNISH AND INSTALL 60 PAIR FIRE ALARM CABLE

to be measured for payment shall be the number of linear feet of each size and type of fire alarm cable, including slack, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer, measured along the centerline of each run of fire alarm cable, continuously through manholes.

(F) The quantities of

ITEM NO. 6.23 BE	FURNISH AND INSTALL FIRE DEPARTMENT MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144, & #144E
ITEM NO. 6.23 BES	FURNISH AND INSTALL FIRE DEPARTMENT SLOTTED MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144S & #144E
ITEM NO. 6.23 EB	FURNISH AND INSTALL FIRE DEPARTMENT MANHOLE TYPE "B" WITH FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144, #144C, #144CC, & #144E
ITEM NO. 6.23 HH	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #144B OR #144E
ITEM NO. 6.23 HHA	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #143
ITEM NO. 6.23 HHS	FURNISH AND INSTALL F.D.N.Y. SIDEWALK SLOTTED HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #144E OR #144BS

to be measured for payment shall be the number of each type manhole or handhole installed in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(G) The quantities of

ITEM NO. 6.23 BFA	FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES
ITEM NO. 6.23 BFB	FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES
ITEM NO. 6.23 BFC	FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES

to be measured for payment shall be the number of terminal boxes of each type, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(H) The quantity of

ITEM NO. 6.23 BGB	FURNISH AND INSTALL 4" PVC CONDUIT TO 4" GALVANIZED STEEL BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146
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ITEM NO. 6.23 BGD FURNISH AND INSTALL 3" PVC CONDUIT TO 3" GALVANIZED STEEL BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146

ITEM NO. 6.23 BGR FURNISH AND INSTALL 4" PVC CONDUIT TO 2" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA

ITEM NO. 6.23 BGRA FURNISH AND INSTALL 4" PVC CONDUIT TO 3" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146

ITEM NO. 6.23 BGRC FURNISH AND INSTALL 3" PVC CONDUIT TO 2" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146

ITEM NO. 6.23 BGRE FURNISH AND INSTALL 3" PVC CONDUIT TO 4" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146

to be measured for payment shall be the number of bushings incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(I) The quantity of

ITEM NO. 6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168

to be measured for payment shall be the number of sets of bumpers, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer. Each set shall consist of two (2) bumpers.

(J) The quantities of

ITEM NO. 6.23 FC REMOVE EXISTING F.D.N.Y. MANHOLE FRAME & COVER AND FURNISH AND INSTALL F.D.N.Y. FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140

ITEM NO. 6.23 HFC REMOVE EXISTING F.D.N.Y. SIDEWALK HANDHOLE FRAME & COVER AND FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 OR #144B

to be measured for payment shall be the number of each type of existing F.D.N.Y. manhole frame & cover or sidewalk handhole frame & cover that have been replaced, at the locations shown or as directed and as shown on the Fire Department Standards, to the satisfaction of the Engineer.

(K) The quantities of

ITEM NO. 6.23 FCA FURNISH AND INSTALL F.D.N.Y. MANHOLE FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140

ITEM NO. 6.23 FCB FURNISH AND INSTALL F.D.N.Y. MANHOLE COVER IN ACCORDANCE WITH F.D. STD. DWG. #140

ITEM NO. 6.23 HC FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 OR #144B

ITEM NO. 6.23 HFCA FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 OR #144B

to be measured for payment shall be the number of new manhole or sidewalk handhole frames with covers or manhole or sidewalk handhole covers incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(L) The quantities of

ITEM NO. 6.23 RH REMOVE EXISTING F.D.N.Y. SIDEWALK HANDHOLE

ITEM NO. 6.23 RM REMOVE EXISTING F.D.N.Y. MANHOLE

to be measured for payment shall be the number of F.D.N.Y. manholes or sidewalk handholes actually removed, as specified, at the location shown or as directed, to the satisfaction of the Engineer.

(M) The quantities of

ITEM NO. 6.23 RIC	RODDING AND INSTALLING FIRE ALARM CABLE IN EXISTING TELEPHONE CONDUIT SYSTEM
ITEM NO. 6.23 RICA	ROD AND ROPE CONDUIT AND INSTALL 4 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICB	ROD AND ROPE CONDUIT AND INSTALL 10 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICC	ROD AND ROPE CONDUIT AND INSTALL 15 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICD	ROD AND ROPE CONDUIT AND INSTALL 20 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICE	ROD AND ROPE CONDUIT AND INSTALL 25 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICF	ROD AND ROPE CONDUIT AND INSTALL 30 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICG	ROD AND ROPE CONDUIT AND INSTALL 40 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICH	ROD AND ROPE CONDUIT AND INSTALL 45 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICI	ROD AND ROPE CONDUIT AND INSTALL 50 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICJ	ROD AND ROPE CONDUIT AND INSTALL 55 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICK	ROD AND ROPE CONDUIT AND INSTALL 60 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RR	ROD AND ROPE EXISTING CONDUIT
ITEM NO. 6.23 XY	FURNISH AND INSTALL POLYPROPYLENE DRAG ROPE

to be measured for payment shall be the number of linear feet of drag rope, with or without rodding, or cable with rodding, including slack, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer, measured along the center line of each run of drag rope.

(N) The quantities of

ITEM NO. 6.23 XAPE	FURNISH AND INSTALL 1/2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
ITEM NO. 6.23 XBPE	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
ITEM NO. 6.23 XCPE	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146
ITEM NO. 6.23 XDPE	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146

to be measured for payment shall be the number of each type of conduit pole riser installed in the work, complete, as shown, specified or required, to the satisfaction of the Engineer.

(O) The quantity of

ITEM NO. 6.23 MW	FURNISH AND INSTALL 5/16 INCH 7 STRAND GALVANIZED STEEL MESSENGER WIRE AND APPURTENANCES
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to be measured for payment shall be the number of linear feet of each size and type of steel messenger wire, including slack, incorporated in the work, complete, as shown, specified or required, to the satisfaction of the Engineer, measured along the centerline of each run.

(P) The quantity of

ITEM NO. 6.23 PP PAINT EXISTING FIRE ALARM POST AND/OR HOUSING

to be measured for payment shall be the number of fire alarm posts and/or boxes painted, complete, as specified or required, to the satisfaction of the Engineer.

6.23.6. PRICES TO COVER (Revised). Before payment is made for work done under this Section, the Contractor shall obtain a Certificate of Compliance from the Fire Department and file such certificate with the Engineer. The said certificate shall certify that all work at each location complies with the standards of, and is acceptable to, the Fire Department, Bureau of Communications.

The following contract items shall also include the cost of the permits and the letter of acceptance required and necessary to construct the new Fire Communications System at the locations shown or required all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(A) The contract prices bid for

- ITEM NO. 6.23 AA FURNISH AND INSTALL FIRE ALARM POST IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141
- ITEM NO. 6.23 AB REMOVE EXISTING FIRE ALARM POST
- ITEM NO. 6.23 AC ADJUST FIRE ALARM POST TO NEW GRADE IN ACCORDANCE WITH F.D. STD. DWG. #167

shall be a unit price for each and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install fire alarm post with or without subbase, as specified, and at the location shown or as directed and as shown on the Fire Department Standards; or to remove the fire alarm post and/or empty housing at the locations shown and deliver them to the Fire Department's Storehouse as directed; and shall include, but not be limited to, adjustment of base, subbase, and terminal box appurtenances, as may be required, at the locations shown or as directed. Said work shall include, but not be limited to, furnishing and installing base, subbase when specified, and appurtenances; connections; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(B) The contract prices bid for

- ITEM NO. 6.23 AF FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
- ITEM NO. 6.23 AFA FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA WITHOUT TERMINATING CABLES
- ITEM NO. 6.23 BF FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146
- ITEM NO. 6.23 BFE FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146 WITHOUT TERMINATING CABLES

shall be a unit price for each type pole terminal box and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install the pole terminal box of the type and at the locations shown or as directed and as shown on the Fire Department Standards. Said work shall also include, but not limited to, connections, cable terminations, and furnishing and installing all other items necessary to complete this work and doing all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(C) The contract prices bid for

ITEM NO. 6.23 BBS	FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
ITEM NO. 6.23 BBSE	FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
ITEM NO. 6.23 BH	FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA
ITEM NO. 6.23 BHE	FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA
ITEM NO. 6.23 CB	FURNISH AND INSTALL 2 - 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
ITEM NO. 6.23 CBE	FURNISH AND INSTALL 2 - 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141
ITEM NO. 6.23 XBB	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB
ITEM NO. 6.23 XBBE	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB
ITEM NO. 6.23 XCC	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XCCE	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDD	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDDE	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)

shall be a unit price for each type of conduit bend, single or double, with or without pavement excavation, as specified, and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install a two (2") or three (3") or four (4") inch bend, single or double in one trench, of eighteen (18") inch radius for fire alarm posts or poles at the locations shown or as directed and as shown on the Fire Department Standards. Said work shall also include, but not be limited to, excavation and backfilling, connections, and furnishing and installing all other items necessary to complete this work and doing all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(D) The contract prices bid for

ITEM NO. 6.23 BCS	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 BCSE	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGS	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGSE	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 BGT	FURNISH AND INSTALL 2 - 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 BGTE	FURNISH AND INSTALL 2 - 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)

ITEM NO. 6.23 CC	FURNISH AND INSTALL 2 – 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 CCE	FURNISH AND INSTALL 2 – 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)
ITEM NO. 6.23 XB	FURNISH AND INSTALL 2" STEEL GALVANIZED CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XBE	FURNISH AND INSTALL 2" STEEL GALVANIZED CONDUIT (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XC	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XCE	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)
ITEM NO. 6.23 XD	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)
ITEM NO. 6.23 XDE	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)

shall be a unit price per linear foot for each size and kind of fire communication conduit and forty-eight (48") inch radius bends, single or double, with or without pavement excavation, as specified, and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install the fire communication conduit (single or double in one trench) of the sizes and kind (P.V.C. or Galvanized Steel) specified, to the lines and grades and at the locations shown or as directed, with or without pavement excavation, as specified, of all materials of whatever nature encountered (except excavation of boulders in open cut and ledge rock). Said work shall also include, but not limited to, concrete cradles and encasements as required; all sheeting and bracing; pumping; bridging, decking; removal or abandonment, as required, of parts of the existing Fire Communications System; breaking down and filling in of abandoned fire appurtenances; furnishing and installing select granular fill material for backfill; backfilling; compaction; cleaning up; temporary restoration of street surfaces; installation and removal of temporary fire alarm communication facilities, if required; connections; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(E) The contract prices bid for

ITEM NO. 6.23 BD	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DC	FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDA	FURNISH AND INSTALL 15 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDB	FURNISH AND INSTALL 20 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDC	FURNISH AND INSTALL 25 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDD	FURNISH AND INSTALL 30 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DDE	FURNISH AND INSTALL 40 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DF	FURNISH AND INSTALL 45 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DG	FURNISH AND INSTALL 50 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DH	FURNISH AND INSTALL 55 PAIR FIRE ALARM CABLE
ITEM NO. 6.23 DJ	FURNISH AND INSTALL 60 PAIR FIRE ALARM CABLE

shall be a unit price per linear foot for each size and type of fire alarm cable, and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install the fire alarm cable of the sizes and at the locations shown or as directed. Said work shall also include, but not be limited to, the cost of splices as required; cutting existing conduit, if required; protection and maintenance of the system for the duration of the guarantee period as required; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

cut and ledge rock); reinforcement; removal or abandonment, as required of parts of the existing Fire Communications System; breaking down and filling in of abandoned fire appurtenances; backfill; compaction; cleaning up; temporary restoration of street surfaces; installation and removal of temporary fire alarm communication facilities, if required; connections; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(L) The contract prices bid for

ITEM NO. 6.23 RH REMOVE EXISTING F.D.N.Y. SIDEWALK HANDHOLE
ITEM NO. 6.23 RM REMOVE EXISTING F.D.N.Y. MANHOLE

shall be a unit price for each manhole or sidewalk handhole and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to remove an existing Fire Department manhole or sidewalk handhole, as specified, at the location shown or as directed. Said work shall also include, but not limited to, the removal or abandonment of an existing F.D.N.Y. manhole or sidewalk handhole; breaking down and filling in of abandoned fire appurtenances; furnishing and installing backfill; compaction; cleaning up; temporary restoration of street surfaces, if required; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(M) The contract prices bid for

ITEM NO. 6.23 RIC RODDING AND INSTALLING FIRE ALARM CABLE IN EXISTING TELEPHONE CONDUIT SYSTEM
ITEM NO. 6.23 RICA ROD AND ROPE CONDUIT AND INSTALL 4 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICB ROD AND ROPE CONDUIT AND INSTALL 10 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICC ROD AND ROPE CONDUIT AND INSTALL 15 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICD ROD AND ROPE CONDUIT AND INSTALL 20 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICE ROD AND ROPE CONDUIT AND INSTALL 25 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICF ROD AND ROPE CONDUIT AND INSTALL 30 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICG ROD AND ROPE CONDUIT AND INSTALL 40 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICH ROD AND ROPE CONDUIT AND INSTALL 45 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICI ROD AND ROPE CONDUIT AND INSTALL 50 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICJ ROD AND ROPE CONDUIT AND INSTALL 55 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RICK ROD AND ROPE CONDUIT AND INSTALL 60 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM
ITEM NO. 6.23 RR ROD AND ROPE EXISTING CONDUIT
ITEM NO. 6.23 XY FURNISH AND INSTALL POLYPROPYLENE DRAG ROPE

shall be a unit price per linear foot for drag rope with or without rodding, or cable with rodding and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install drag rope of the type specified at the locations shown or as directed and as shown on the Fire Department Standards, including furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(N) The contract prices bid for

- ITEM NO. 6.23 XAPE FURNISH AND INSTALL 1/2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
- ITEM NO. 6.23 XBPE FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA
- ITEM NO. 6.23 XCPE FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146
- ITEM NO. 6.23 XDPE FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146

shall be a unit price for each type of conduit pole riser and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install each type of pole riser at the location shown or as directed and as shown on the Fire Department Standards. Said work shall also include, but not be limited to, connections, and furnishing and installing all other items necessary to complete this work and doing all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(O) The contract price bid for

- ITEM NO. 6.23 MW FURNISH AND INSTALL 5/16 INCH 7 STRAND GALVANIZED STEEL MESSENGER WIRE AND APPURTENANCES

shall be a unit price per linear foot for each size and type of steel messenger wire, and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to furnish and install the fire alarm messenger wire of the size and type specified at the locations shown or as directed and as shown on the Fire Department Standards including, but not limited to, furnishing and installing approved galvanized clamps and other appurtenances as may be required, to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

(P) The contract price bid for

- ITEM NO. 6.23 PP PAINT EXISTING FIRE ALARM POST AND/OR HOUSING

shall be a unit price for each fire alarm post and/or box and shall cover the cost of all labor, materials, plant, equipment, insurance, samples, and tests required and necessary to paint existing fire alarm posts and/or boxes as directed and doing all work incidental thereto, all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.23 AA	FURNISH AND INSTALL FIRE ALARM POST IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 AB	REMOVE EXISTING FIRE ALARM POST	EACH
6.23 AC	ADJUST FIRE ALARM POST TO NEW GRADE IN ACCORDANCE WITH F.D. STD. DWG. #167	EACH
6.23 AF	FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY)BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	EACH

6.23 AFA	FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA WITHOUT TERMINATING CABLES	EACH
6.23 BA	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 BBS	FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 BBSE	FURNISH AND INSTALL 3" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 BCS	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	L.F.
6.23 BCSE	FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	L.F.
6.23 BD	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	L.F.
6.23 BE	FURNISH AND INSTALL FIRE DEPARTMENT MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144, & #144E	EACH
6.23 BES	FURNISH AND INSTALL FIRE DEPARTMENT SLOTTED MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144S & #144E	EACH
6.23 BF	FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146	EACH
6.23 BFA	FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	EACH
6.23 BFB	FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	EACH
6.23 BFC	FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	EACH
6.23 BFE	FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (HOFFMAN) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #146 WITHOUT TERMINATING CABLES	EACH
6.23 BGB	FURNISH AND INSTALL 4" PVC CONDUIT TO 4" GALVANIZED STEEL BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146	EACH
6.23 BGD	FURNISH AND INSTALL 3" PVC CONDUIT TO 3" GALVANIZED STEEL BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146	EACH
6.23 BGR	FURNISH AND INSTALL 4" PVC CONDUIT TO 2" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA	EACH
6.23 BGRA	FURNISH AND INSTALL 4" PVC CONDUIT TO 3" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146	EACH
6.23 BGRC	FURNISH AND INSTALL 3" PVC CONDUIT TO 2" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146	EACH
6.23 BGRE	FURNISH AND INSTALL 3" PVC CONDUIT TO 4" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA OR 146	EACH
6.23 BGS	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	L.F.
6.23 BGSE	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	L.F.
6.23 BGT	FURNISH AND INSTALL 2 - 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)	L.F.

6.23 BGTE	FURNISH AND INSTALL 2 – 4" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)	L.F.
6.23 BH	FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	EACH
6.23 BHE	FURNISH AND INSTALL 4" 90 DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	EACH
6.23 BP	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	SETS
6.23 CB	FURNISH AND INSTALL 2 – 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 CBE	FURNISH AND INSTALL 2 – 3" 90 DEGREE P.V.C. WIDE BENDS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141	EACH
6.23 CC	FURNISH AND INSTALL 2 – 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITHOUT PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)	L.F.
6.23 CCE	FURNISH AND INSTALL 2 – 3" P.V.C. CONDUITS, SCHEDULE 40, U.L. 651 IN ONE TRENCH (WITH PAVEMENT EXCAVATION, ONE ON TOP OF THE OTHER)	L.F.
6.23 DC	FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE	L.F.
6.23 DDA	FURNISH AND INSTALL 15 PAIR FIRE ALARM CABLE	L.F.
6.23 DDB	FURNISH AND INSTALL 20 PAIR FIRE ALARM CABLE	L.F.
6.23 DDC	FURNISH AND INSTALL 25 PAIR FIRE ALARM CABLE	L.F.
6.23 DDD	FURNISH AND INSTALL 30 PAIR FIRE ALARM CABLE	L.F.
6.23 DDE	FURNISH AND INSTALL 40 PAIR FIRE ALARM CABLE	L.F.
6.23 DF	FURNISH AND INSTALL 45 PAIR FIRE ALARM CABLE	L.F.
6.23 DG	FURNISH AND INSTALL 50 PAIR FIRE ALARM CABLE	L.F.
6.23 DH	FURNISH AND INSTALL 55 PAIR FIRE ALARM CABLE	L.F.
6.23 DJ	FURNISH AND INSTALL 60 PAIR FIRE ALARM CABLE	L.F.
6.23 EB	FURNISH AND INSTALL FIRE DEPARTMENT MANHOLE TYPE "B" WITH FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144, #144C, #144CC, & #144E	EACH
6.23 FC	REMOVE EXISTING F.D.N.Y. MANHOLE FRAME & COVER AND FURNISH AND INSTALL F.D.N.Y. FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140	EACH
6.23 FCA	FURNISH AND INSTALL F.D.N.Y. MANHOLE FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #140	EACH
6.23 FCB	FURNISH AND INSTALL F.D.N.Y. MANHOLE COVER IN ACCORDANCE WITH F.D. STD. DWG. #140	EACH
6.23 HC	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 AND #144B	EACH
6.23 HFC	REMOVE EXISTING F.D.N.Y. SIDEWALK HANDHOLE FRAME & COVER AND FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE FRAME & COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 & #144B	EACH
6.23 HFCA	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #143 AND #144B	EACH
6.23 HH	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #143, #144B, & #144E	EACH
6.23 HHA	FURNISH AND INSTALL F.D.N.Y. SIDEWALK HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #143	EACH

6.23 HHS	FURNISH AND INSTALL F.D.N.Y. SIDEWALK SLOTTED HANDHOLE WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #144E & #144BS	EACH
6.23 MW	FURNISH AND INSTALL 5/16 INCH 7 STRAND GALVANIZED STEEL MESSENGER WIRE AND APPURTENANCES	L.F.
6.23 PP	PAINT EXISTING FIRE ALARM POST AND/OR HOUSING	EACH
6.23 RH	REMOVE EXISTING F.D.N.Y. SIDEWALK HANDHOLE	EACH
6.23 RIC	RODDING AND INSTALLING FIRE ALARM CABLE IN EXISTING TELEPHONE CONDUIT SYSTEM	L.F.
6.23 RICA	ROD AND ROPE CONDUIT AND INSTALL 4 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICB	ROD AND ROPE CONDUIT AND INSTALL 10 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICC	ROD AND ROPE CONDUIT AND INSTALL 15 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICD	ROD AND ROPE CONDUIT AND INSTALL 20 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICE	ROD AND ROPE CONDUIT AND INSTALL 25 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICF	ROD AND ROPE CONDUIT AND INSTALL 30 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICG	ROD AND ROPE CONDUIT AND INSTALL 40 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICH	ROD AND ROPE CONDUIT AND INSTALL 45 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICI	ROD AND ROPE CONDUIT AND INSTALL 50 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICJ	ROD AND ROPE CONDUIT AND INSTALL 55 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RICK	ROD AND ROPE CONDUIT AND INSTALL 60 PAIR FIRE ALARM CABLE IN EXISTING VERIZON OR FIRE DEPARTMENT CONDUIT SYSTEM	L.F.
6.23 RM	REMOVE EXISTING F.D.N.Y. MANHOLE	EACH
6.23 RR	ROD AND ROPE EXISTING CONDUIT	L.F.
6.23 XAPE	FURNISH AND INSTALL 1/2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	EACH
6.23 XB	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)	L.F.
6.23 XBB	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB	EACH
6.23 XBBE	FURNISH AND INSTALL 2" GALVANIZED STEEL 90 DEGREE BEND (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #145BB	EACH
6.23 XBE	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	L.F.

6.23 XBPE	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	EACH
6.23 XCPE	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146	EACH
6.23 XDPE	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA OR #146	EACH
6.23 XCC	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)	EACH
6.23 XCCE	FURNISH AND INSTALL 3" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)	EACH
6.23 XD	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)	L.F.
6.23 XDD	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITHOUT PAVEMENT EXCAVATION)	EACH
6.23 XDDE	FURNISH AND INSTALL 4" GALVANIZED STEEL 90-DEGREE BEND (WITH PAVEMENT EXCAVATION)	EACH
6.23 XDE	FURNISH AND INSTALL 4" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	L.F.
6.23 XC	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITHOUT PAVEMENT EXCAVATION)	L.F.
6.23 XCE	FURNISH AND INSTALL 3" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	L.F.
6.23 XY	FURNISH AND INSTALL POLYPROPYLENE DRAG ROPE	L.F.

SECTION 8.00 MT – Microtrenching

8.00MT.1. INTENT. This section describes Microtrenching.

8.00MT.2. DESCRIPTION. Microtrenching involves the placement of shallow depth microduct systems in street and sidewalk applications. This process includes the saw cutting of sidewalks and/or streets, installation of microduct systems and fiber optic wiring, restoration of sidewalks and/or streets and disposal of all unused debris. Locations of saw-cut can be from manhole (if necessary) in street to curb entrance; either at curb seam or below curb; and then in sidewalk expansion joint between flag and curb. All microduct systems must be placed at a minimum depth of 4" below sidewalk grade and 6" in depth below street grade locations. If manhole entrance is necessary the excavation to enter manhole system shall be the minimum required to gain entrance to said manhole.

8.00MT.3. GENERAL REQUIREMENTS.

(A) DISPOSAL OF MATERIALS

1. All materials that are not reused pursuant to Subsection 6.02.3 of the NYC Department of Transportation, Standard Highway Specifications shall be disposed of in compliance with the applicable requirements of **Sections 1.06.47 and 1.06.48** in General Conditions.

(B) EXPOSED STRUCTURES TO BE PROTECTED

1. All exposed sewers, manholes, receiving basins, water mains and other hardware and structures shall be carefully protected.

8.00MT.4. MICROTRENCHING CONSTRUCTION METHODS.

All trenching/excavations shall be carried to the required depths in such a manner as to produce a pathway that produces an undisturbed subgrade and allows for standard restoration.

1. Cutting expansion joints in Sidewalks: Expansion joints shall be cut using a wet-cut methodology to reduce damage to adjacent sidewalk flags. All cuts shall be approximately 1" wide to approximately 9"-12" in depth to allow for the microduct system to be placed at a minimum of 4" below sidewalk grade. The depth of the cut will depend upon the depth of the existing flags, pathway required and existing sidewalk furniture and fixtures (including but not limited to tree pits, roots, parking meters, mailboxes, bike racks, etc.).
2. Sidewalk flags and placement of utility handholes and/or grade-level boxes: All handholes/grade-level boxes shall be centered in a sidewalk flag. This flag will be removed in whole, sub-grade access placed and sidewalk flag restored. At no time will handhole or grade-level box be in the corner of a sidewalk flag to ensure concrete integrity of the flag. In the event of the removal of a sidewalk flag, the flag should be removed in its entirety and replaced in accordance with all applicable sidewalk restoration rules and regulations.
 - a. All handholes and/or grade-level boxes must meet weight bearing requirements for the application and comply with ANSI / SCTE 77 2007:

Application	Loading Requirements			
	Design Load (lbs)	Test Load w/ F.S. 1.5 (lbs)	Design Load (psf)	Test Load w/ F.S. 1.5 (psf)
Tier 5 – Sidewalk applications with a safety factor for occasional non-deliberate vehicular traffic	5,000	7,500	600	900
Tier 8 – Sidewalk applications with a safety factor for non-deliberate vehicular traffic	8,000	12,000	600	900
Tier 15 – Driveway, parking lot, and off roadway applications subject to occasional non-deliberate heavy vehicular traffic	15,000	22,500	800	1,200
Tier 22 – Driveway, parking lot and off roadway applications subject to occasional non-deliberate heavy vehicular traffic	22,500	33,750	800	1,200
AASHTO H-20 - Deliberate vehicular traffic applications	Certified pre-cast concrete, cast iron, or AASHTO recognized materials			

- b. Minimum handhole size is 17"x30"x24"
 - c. Grade-level Box minimum size is 3'x5'x3'
 - d. All handholes/grade-level boxes must be composite to negate slippage due to environmental factors
3. Manhole entrance: Manholes are generally located within the street/vehicular pathway. Access to any manhole shall be kept to a minimum to gain entrance for microduct pathway, unless other obstructions exist which would make it necessary to continue the pathway in the roadway. Entrances to manhole shall be via pit directly adjacent to manhole and in direct line with pathway direction to minimize vehicular and pedestrian impact. All manhole related activities shall be performed in accordance with applicable rules and regulations.
4. Duct pathway placement: All microducts shall be placed vertically into the saw-cut trench, and the microduct should always be covered with requisite backfill material

8.00MT.5. RESTORATION.

- 1. Sidewalk expansion joint restoration:
 - a. Sidewalk expansion joints are to be restored using only NYC DOT approved materials. All expansion joints shall be recessed 1/2" below finished sidewalk surface and sealed with sealer, on an approved bond breaker, as soon as practical.

b. All expansion joints shall be sealed with a sealant meeting ASTM C 920, Type M, Grade P, Class 25, Use T₁, and color to match to that of the adjacent sidewalk. The sealant shall be a rapid-setting, polyurethane-based joint sealant and shall be a self-leveling compound that provides for elongation. The sealant should be applied to avoid spillage onto sidewalk surface area.

- i. Joints are to be recessed 1/2" with the finished surface.
- ii. Joints should not be sealed during inclement weather.
- iii. Application of sealant shall be as per the manufacturer's written instructions.

2. Sidewalk flag restoration:

- a. Any flags that need to be restored must be done according the NYC DOT specifications as outlined in the Standard Highway Specifications Volumes I and II, latest version and as currently amended.
- b. Any flags that are below the standards set forth in NYC DOT specifications as outlined in the Standard Highway Specifications, Volumes I and II, and are directly adjacent to the original flag being replaced shall be replaced in accordance with Section 2(a) above.

3. Street/Asphalt restoration:

- a. All street/asphalt restoration must be done according to the NYC DOT specifications Section 2.22, Type 1 – Hot poured sealer as outlined in the Standard Highway Specifications Volumes I and II, latest version and as currently amended. Joints are to be finished flush with the pavement.

4. Street/Concrete restoration:

- a. All street/concrete pavement restoration shall be done in accordance with the requirements for sidewalk expansion joint restoration, above.

END OF SECTION

3. NEW SECTIONS

SECTION 4.08 AA-P
Concrete Curb (18" Deep)

4.08AA-P.1. INTENT. This section describes construction of Concrete Curb.

4.08AA-P.2. DESCRIPTION. Concrete Curb shall be made of concrete six (6") inches wide on top, eight (8") inches wide on the bottom, eighteen (18") inches deep, measured on the back.

4.08AA-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.08 AA in Section 4.08 of the Standard Highway Specifications.

4.08AA-P.4. MEASUREMENT. The quantity to be measured for payment shall be the length of concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of curb and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.08AA-P.5. PRICE TO COVER. The contract price per linear foot of Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 - BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.08 AA-P	CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 AD-P
Straight Steel Faced Concrete Curb (18" Deep)

4.09AD-P.1. INTENT. This section describes construction of Straight Steel Faced Concrete Curb.

4.09AD-P.2. DESCRIPTION. Straight Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09AD-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.09 AD in Section 4.09 of the Standard Highway Specifications, with the following modifications and additions:

The replacement of the existing straight steel faced concrete curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring of concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of Sections 4.02 and 4.04 of the Standard Highway Specifications.
- e) Painting of steel plate (See Standard Details of Construction, Drawing H-1010).

4.09AD-P.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of straight steel faced concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of steel and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.09AD-P.5 PRICE TO COVER. The contract price per linear foot of Straight Steel Faced Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 - BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.09 AD-P	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 CM-P
Corner Steel Faced Concrete Curb

4.09CM-P.1. INTENT. This section describes construction of Corner Steel Faced Concrete Curb.

4.09CM-P.2. DESCRIPTION. Corner Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09CM-P.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.09 CD in Section 4.09 of the Standard Highway Specifications, with the following modifications and additions for the replacement of existing corner curb including, but not limited to, depressed steel faced concrete curb for construction of pedestrian ramps per NYC Standard Highway Details of Construction:

The replacement of the existing corner steel faced concrete curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring of concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of Sections 4.02 and 4.04 of the Standard Highway Specifications.
- e) Painting of steel plate (See Standard Details of Construction, Drawing H-1010).

Resetting corner steel faced concrete curb, only where specifically directed, shall be paid for at the unit price bid for Corner Steel Faced Concrete Curb. The work includes:

- a) Breaking out and removal of all concrete behind the existing steel facing.
- b) Burning and/or cutting off the facing plate to conform to the required standard shape and saw-cutting the existing curb as necessary.
- c) Grinding the cut edge of steel plate facing.
- d) Cleaning and resetting, as required.
- e) Pouring of new concrete behind the remaining steel facing.
- f) Painting of steel plate (See Standard Drawing H-1010).

Also, the cost of installing any curb up to three (3') feet in length beyond the installed tangent corner curb will be paid for as corner steel faced concrete curb under this Item 4.09 CM-P.

Where the curb beyond the corner is steel faced concrete curb, the steel faced curb shall be extended to meet the existing curb as directed by the Engineer and the cost of the additional tangent length of steel faced concrete curb beyond the initial three (3) feet of tangent curb, that is to be measured and paid for under this Item 4.09 CM-P, will be measured and paid for as straight steel faced concrete curb under Item 4.09 AD-P.

Where corner curb is directed to be reset, the unit price shall also included the cost of removal and disposal of existing materials and restoration of roadway adjacent to reset curb, as required, and prime coating and finish painting of the existing steel facing.

4.09CM-P.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of steel faced concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of steel and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.09CM-P.5. PRICE TO COVER. The contract price per linear foot of Corner Steel Faced Concrete Curb, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 - BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.	Item	Pay Unit
4.09 CM-P	CORNER STEEL FACED CONCRETE CURB	L.F.

SECTION 4.13 A
4" Concrete Sidewalk

4.13A.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented) for installation of Sidewalk.

4.13A.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete four (4") inches thick, except in driveways and corner quadrants where it shall be seven (7") inches thick to be paid for under Item No. 4.13 BA-P and 4.13 BB-P.

4.13A.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 AAS and 4.13 ABS for Item Nos. 4.13 AA-P and 4.13 AB-P, respectively, in Section 4.13 of the Standard Highway Specifications.

4.13A.4. MEASUREMENT. The area of 4" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications.

In determining the area of Concrete Sidewalk to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13A.5. PRICES TO COVER. The contract price per square foot for each type of 4" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 AA-P	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 AB-P	4" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 4.13 B
7" Concrete Sidewalk

4.13B.1. INTENT. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented).

4.13B.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete seven (7") inches thick.

4.13B.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 BAS and 4.13 BBS, as appropriate, in Section 4.13 of the Standard Highway Specifications, with the following modifications and additions:

Where new 7" concrete sidewalk on the new base cannot be installed due to clearance problems, the Engineer may recommend an alternate thinner concrete sidewalk slab be installed. Where the new alternate sidewalk slab is less than 7" thick but greater than 4", wire mesh reinforcement shall be installed in accordance with Section 4.14 of the Standard Highway Specifications. Where the new alternate sidewalk slab is greater than 3" thick but not greater than 4", a wire mesh reinforcement shall be installed in accordance with Section 4.14 and the concrete shall be Class A-40. Payment for alternate thicknesses of sidewalk slabs will be made at the unit price bid for 7" concrete sidewalk and no additional payment will be made for any wire mesh or increase in strength of concrete used.

4.13B.4. MEASUREMENT. The area of 7" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications. In addition, for each corner quadrant, the maximum limits of payment for Item 4.13 BAC-P and 4.13 BBC-P, 7" Concrete Sidewalk, is 150 square feet where only one (1) ramp is installed and 175 square feet where two (2) ramps are installed. At any corner where these limits are exceeded no additional payment will be made for the excess thickness of concrete sidewalk and payment for that sidewalk will only be made at the unit price bid for 4" Concrete Sidewalk (Pigmented or Unpigmented, as applicable), under Item 4.13 AB-P or 4.13 AA-P.

In determining the area of Concrete Sidewalk to be paid for under each item, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13B.5. PRICES TO COVER. The contract price per square foot for each type of 7" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit price bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 BA-P	7" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 BAC-P	7" CONCRETE SIDEWALK AT CORNER QUADRANTS (UNPIGMENTED)	S.F.
4.13 BB-P	7" CONCRETE SIDEWALK (PIGMENTED)	S.F.
4.13 BBC-P	7" CONCRETE SIDEWALK AT CORNER QUADRANTS (PIGMENTED)	S.F.

SECTION 6.51 BD-P
Pavement Key at Pedestrian Ramps (3' to 6' Wide)

1. Intent. This section describes the work of installing pavement keys in order to remove depressed or damaged wearing course, to facilitate storm water run off (without ponding) and to facilitate installation of new pavement.

2. Description. The construction of pavement keys shall consist of cutting, milling, and removing a portion of the existing pavement to the required depth and width, generally next to curb or areas of poor pavement; all in accordance with the specifications and the directions of the Engineer.

3. Methods. The Contractor shall saw-cut or chisel-cut, for a depth of 1-1/2", a joint line in the existing asphaltic concrete wearing course at limits of pavement keys as directed.

All grindings (millings) and excavation material removed under this Section shall be loaded directly into dump trucks and shall be satisfactorily disposed of by the Contractor, away from the site. No debris will be allowed to accumulate at the site.

All milling shall be done prior to excavation of existing curb; however, it shall be done not less than two weeks prior to the excavation of existing curb.

4. Uses. Pavement Key at Pedestrian Ramp (various widths) shall be used in the following locations:

- 1) At all locations requiring gutter adjustments (3' to 6' wide) both inside and outside corner quadrant (pedestrian ramp) areas as directed. To lower roadway or reshape roadway to eliminate ponding.
- 2) To remove asphaltic bumps or depression or badly crazed areas in the roadway to provide positive surface flow away from the ramp area.
- 3) Milling shall be to the required depth to facilitate an average of 1-1/2" resurfacing after the work is completed.
- 4) At locations to be excavated under other contract items.

5. Measurement. The quantity to be measured for payment, under Item 6.51 BD-P, shall be the number of cubic yards of existing pavement actually cut out to provide a pavement key at pedestrian ramps and other locations as directed. Measurement shall be a vehicle measurement based on the number of cubic yards of material removed and disposed away by Contractor, measured in trucks at the place of loading. Only water level loads will be accepted and no allowance will be made for any crown or peak of the load.

6. Price to Cover. The contract price per cubic yard of Item 6.51 BD-P, shall cover the cost of furnishing all labor, plant, equipment, insurance, and necessary incidentals required and

completing the work, including saw cutting at beginning and end of grinding limits, cutout of existing roadway material, loading all grindings and excavated material into dump trucks, and removing and disposing of said material away from the site, all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.51 BD-P	PAVEMENT KEY AT PEDESTRIAN RAMPS (3' TO 6' WIDE)	C.Y.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the contract:

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. 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>

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- * Please note that this embargo only applies to NYCDOT construction permits.
 - * List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

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.

D. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

E. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:
 - (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
 - (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum

contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIROA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Scheule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule A.
- (E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-

contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permitter and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

- a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the *Permitter/MTA* and shall deliver evidence of such policies.
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. ("ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permitter containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- c) The Permitter or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permitter:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permitter c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permitter/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permitter/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permitter/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permitter/MTA policy

available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permitter/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permitter, the Permittee shall deliver to the Authority, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitter Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

F. RESTRICTED WORKING HOURS. Construction activities shall be restricted to the work schedules specified in the Traffic Stipulations provided at the end of these Special Provisions. Prior to undertaking any construction activities near the schools, work shall be scheduled in consultation with the school authorities and with the approval of the Engineer. No extension of time will be granted to the Contractor, for completion of this contract due to restricted working hours.

G. SCHEDULE OF WORK. The Contractor shall be required to prepare a progress schedule, in accordance with the requirements of Article 9 of the Standard Construction Contract, based on simultaneously working at multiple locations using multiple crews during the construction of the contract, as approved by the Engineer.

Each work force crew shall be defined as a sufficient number of workers with support staff and equipment necessary to perform the work efficiently as directed by the Engineer. Where the Contractor can demonstrate to the Engineer that he has substantially completed work, he may be permitted to start work at additional locations, on a one to one basis, at the sole discretion of the Engineer.

Where the Contractor's work operations are not able to meet its approved progress schedule, the Engineer may order the Contractor to provide additional work force as may be necessary. Failure to comply with such orders within seven (7) calendar days after the written notice from the Engineer may result in the Contractor being declared in default of the Contract in accordance with the procedure contained in Article 48 of the Standard Construction Contract.

H. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

I. 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 Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

J. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

K. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Items 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

L. NOTIFICATION OF PRIVATE UTILITIES. The necessary adjustment or relocation of any private utility company's hardware encountered in the work site, shall be performed by them or their agents. Contractor shall notify the affected Utility Company at least two (2) weeks prior to the start of work at any location.

M. CLEANING OF DRAINAGE STRUCTURES. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

N. BUS SHELTERS. The Contractor shall exercise extreme care when working at or in the vicinity of existing bus stop shelters. Any damage to existing bus stop shelters, including all electrical service lines, caused by the Contractor's operations shall be repaired or replaced by the Contractor, as directed by the Engineer, at no cost to the City.

The Contractor is required to notify, Cemusa Inc., 420 Lexington Avenue, New York, N.Y. 10170 at (212) 599-7990 at least 72 hours prior to the commencement of any contract work at/or in the vicinity of any bus shelter location.

O. THE CONTRACTOR IS ADVISED that NYC Landmarks Preservation Commission has designated various locations in Douglaston as NYC Landmarks. For additional information, see the "BINDING REPORT" attached to the end of these Special Provisions.

P. THE CONTRACTOR IS NOTIFIED that for use of City water under this project the Contractor shall be required to obtain a water use

permit from the Department of Environmental Protection at the Contractor's own cost.

Q. NEW YORK CITY TRANSIT CURRENT AND FUTURE PROJECTS: The NYC Transit current and future projects list attached at end of this addendum that may impact and/or interfere with this project and might require the Contactor to coordinate construction work with NYCT Contractors. These project locations are for information only.

R. THE CONTRACTOR IS NOTIFIED that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

S. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

T. 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

POLLY TROTTENBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

05/20/2015

OCMC FILE NO: QEC-15-215
 NYCDDC CONTRACT NO: HWP14QTA
 PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TRANSIT AUTHORITY AND LANDMARK PROPERTY, INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

PERMISSION IS HEREBY GRANTED TO NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC IN VARIOUS LOCATIONS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE 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. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
4. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
5. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
6. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
7. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
8. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
9. **NOTIFICATION** – THE PERMITTEE 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 ABUTTING PROPERTY OWNERS.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street, 7th Floor
 New York City, NY 10041
 T: 212.839.9637 F: 212-839-8970
www.nyc.gov/dot

OCMC FILE NO: QEC-15-215

PAGE 2 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

10 ENHANCED MITIGATIONS

- o VARIABLE MESSAGE SIGNS (VMS) SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
- o "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS 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 AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- o COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.
- o FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING SHALL BE PROVIDED TO ENSURE PEDESTRIAN STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT DESIGNATED CROWALK AREAS AS STATED ABOVE.

B. MAINTENANCE AND PROTECTION OF TRAFFIC:

GENERAL NOTES APPLICABLE TO ALL CONSTRUCTION STAGES:

- ALL ADVANCE WARNING SIGNS SHALL BE INSTALLED WITHIN 150 AND 200 FEET BEFORE THE CONSTRUCTION, ALL END ROAD WORK SIGNS SHALL BE INSTALLED 200 FEET AFTER THE CONSTRUCTION.
- THE CONSTRUCTION SEQUENCE, OTHERWISE DIRECTED BY THE ENGINEER SHALL BE AS FOLLOWS:
 1. CONSTRUCTION OF SEWER MAINS AND OTHER UNDERGROUND UTILITIES
 2. INSTALLATION OF CATCH-BASINS AND CONNECTIONS
 3. CONSTRUCTION OF NEW CURBS
 4. CONSTRUCTION OF NEW SIDEWALKS
 5. CONSTRUCTION OF ROADWAY PAVEMENT
- SUBSEQUENT STAGES MUST COMMENCE WITHIN SEVEN CALENDER DAYS OF THE COMPLETION OF THE PREVIOUS STAGE WITHIN EACH STREET BLOCK.
- EXCAVATIONS SHALL BE COMLETELY ENCLOSED WITH TIMBER CURBS, LIGHTED BARRICADES OR FENCING. ALL BOUNDARIES BETWEEN WORK AREAS AND PEDESTRIAN ROUTES ALONG SIDEWALKS SHALL BE CLEARLY DELINEATED BY STEEL BARRICADES. PEDESTRIAN CROSSINGS OVER EXCAVATONS SHALL BE CONSTRUCTED WITH STEEL PLATES LINED WITH FENCE ATTACHED TO BOTH SIDES.
- THE CONTRACTOR SHALL COVER THE EXCAVATIONS WITH STEEL PLATES AFTER WORKING HOURS TO RESTORE TRAFFIC OVER EXCAVATED AREAS.
- FOR ANY WORK PROCEEDING THOUGH AN INTERSECTION, THE CONTRACTOR MAY CLOSE ONE CROSS-WALK AT A TIME. THE CONTRACTOR SHALL WORK IN ONE-HALF WIDTH OF THE INTERSECTING STREETS AT A TIME AND MAINTAIN THE OTHER HALF OPEN FOR VEHICULAR TRAFFIC.
- TO PERMIT ADEQUATE VISIBILITY AT INTERSECTIONS ALL BARRICADES SHALL BE PLACED SO AS NOT TO HINDERPEDESTRIAN OR VEHICULAR SIGHT LINES. NO SHEETING SHALL EXTEND HIGHER THAN 24" ABOVE PAVEMENT LEVEL WITHIN 50 FEET OF ANINTER SECTION.
- ALL INTERSECTIONS SHALL BE OPENED TO TRAFFIC AFTER WORKING HOURS.
- THE CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY TRAFFIC AT ALL TIMES UPON DEMAND.

OCMC FILE NO: QEC-15-215

PAGE 3 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

- THE CONTRACTOR SHALL MAINTAIN EXISTING BICYCLE FACILITIES WIT A SMOOTH RIDING SURFACE FREE OF DEBRIS AND OTHER IMPEDIMENTS AT ALL TIMES

INSTALLATION OF CATCH-BASINS AND CONNECTIONS:

- THE CONTRACTOR SHALL UTILIZE THE BARREL CONFIGURATION FOR BASIN/ BASIN PIPE CONNECTION EXCAVATIONS.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5-FOOT CLEAR SIDEWALK FOR PEDESTRIANS AT ALL TIMES AND SHALL MANITIAN PEDESTRIAN CROSSINSAT THE CORNERS AT ALL TIMES.
- AT THE END OF EACH DAY'S WORK ALL TRENCHES SHALL BE BACKFILLED AND COVERED WITH ASPHALTIC BINDER MIXTURE, OR COVERED BY STEEL PLATE AND THE STREET SHALL BE OPENED TO TRAFIC.

CONSTRUCTION OF NEW CURBS AND SIDEWALKS:

- THE CONTRACTOR CAN INITIALIZE THE CONSTRUCTION OF NEW CURB IN WORK AREA OF MAXIMUM 200 FEET. AFTER SATISFACTORY START OF CURB WORK THE ENGINEER MAY PERMIT THE OCNTRACTOR TO EXTEND THE WORK AREA TO A MAXIMUM OF 600 FEET.
- STRAIGHT CURBS AND CORNER CURBS SHALL NOT BE DISTURBED SIMULTANEOUSLY IN THE SAME BLOCK
- ALL HYDRANTS, LIGHT POLES, TREES SHALL BE RELOCATED, REPLANTED SO AS TO PROVIDE AT LEAST ONE AND A HALF FOOT CLEAR DISTANCE FORM THE FAC OF THE CURB TO THE FACE OF THE OBJECT.

CONSTRUCTION OF CURB AND PEDESTRIAN RAMP IN MIDBLOCKS:

1. **QUEENS BLVD BETWEEN 39TH STREET AND 39TH PLACE**
2. **ROOSEVELT AVENUE BETWEEN 102ND STREET AND 103RD STREET**
3. **HILLSIDE AVENUE BETWEEN 181ST STREET AND 180TH STREET**
4. **JAMAICA AVENUE BETWEEN 124TH STREET AND 123RD STREET**

- THE WORKING HOURS SHALL BE 9:00 AM – 4:00 PM, MONDAY THRU FRIDAY AND 8:00 AM TO 4:00 PM SAT
- IF WORKING **WITHIN A SCHOOL ZONE**, THE WORKING HOURS SHALL BE:
9:00 AM – 2:00 PM AND 4:00 PM-7:00 PM, MONDAY- FRIDAY
- **A SCHOOL VARIANCE (VAR001) IS GRANTED** TO WORK DURING SCHOOL HOURS AS STIPULATED BY OCMC – STREETS. THE CONTRACTOR MUST NOTIFY THE SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK.
- SHOULD **"NO STANDING" RUSH HOUR REGULATIONS APPLY** ADJACENT TO / OR OPPOSITE THE CONSTRUCTION ZONE, WORKIS RESTRICTED DURING THE HOURS SPECIFIED ON THE POSTED REGULATION. OCMC –STREETS SHOULD BE CONTACTED IN WRITING BY THE ENGINEER-IN-CHARGEONLY IF THEY ARE REQUESTING A WAIVER AND CONSIDERATION TO WORK DURING THE RESTRICTED HOURS.
- DURING WORKING HOURS THE CONTRACTOR SHALL MAINTAIN 1-11 FOOT LANE FOR TRAFFIC ON ONE-WAY STREETS AND 2-11 FOOT LANES FOR 1-11 FOOT LANE IN EACH DIRECTION ON TWO-WAY STREETS.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5-FOOT CLEAR SIDEWAL FOR PEDESTRIANS AT ALL TIMES, OR A 5-FOOT PROTECTED PEDESRTRIAN WALKWAY IN THE ROADWAY ADJACENT TO WORK ZONE FOR PEDESTRIANS. THE PEDESTRIAN WALKWAY SHALL BE RAMPED AT ENTRY FOR HANDICAP ACCESS. OCCUPANCY OF NO STOPPING ZONE, NO STANDING ZONE AND AUTHORIZED PARKING ZONE IS PROHIBITED.
- WHILE PERFORMING CURB/ SIDEWALK WORK, THE CONTRCTOR SHALL PROVIDE HANDICAP ACCESS BY TEMPORARILY RAMPING SUITABLE AREA WITH ASPHALTIC CONCRETE.
- THE CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS TO AND FROM ALL ABUTTING PROPERTIES, DWELLINGS, AND BUSINESSES AT ALL TIMES.

OCMC FILE NO: QEC-15-215

PAGE 4 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

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- THE EXCAVATION OF THE EXISTING SIDEWALK SHALL BE LIMITED TO THE AREA OF CONCRETE TO BE POURED ON THE SAME DAY SO THAT NO OPEN EXCAVATION IS LEFT AT THE END OF THE DAY'S WORK.
 - UPON COMPLETION OF THE CURB WORK, THE CONTRACTOR SHALL TEMPORARILY RESTORE THE ROADWAY PAVEMENT ADJACENT TO THE CURB WITH 4-INCH ASPHALTIC CONCRETE MIXTURE.
 - AFTER WORKING HOURS THE CONTRACTOR MAY OCCUPY 1-11 FOOT LANE ADJACENT TO THE CURB, INCLUDING THE PEDESTRIAN WALKWAY. OCCUPANCY OF NO STOPPING ZONE, NO STANDING ZONE AND AUTHORIZED PARKING ZONE IS PROHIBITED.
 - AFTER WORKING HOURS ALL CROSSWALKS MUST BE OPENED.
 - THE CONTRACTOR SHALL WORK ONLY ON ONE SIDE OF THE STREET AT A TIME.

CONSTRUCTION OF CURB SIDEWALK AND PEDESTRIAN RAMP AT INTERSECTIONS:

1. ROOSEVELT AVENUE AND 54TH STREET
2. ROOSEVELT AVENUE AND 54TH STREET
3. ROOSEVELT AVENUE AND 53RD STREET
4. ROOSEVELT AVENUE AND 111TH STREET
5. R ROOSEVELT AVENUE AND 54TH STREET
6. ROOSEVELT AVENUE AND 75TH STREET
7. ROOSEVELT AVENUE AND 79TH STREET
8. ROOSEVELT AVENUE AND 80TH STREET
9. ROOSEVELT AVENUE AND 83RD STREET
10. ROOSEVELT AVENUE AND BAXTER AVENUE
11. ROOSEVELT AVENUE AND 84TH STREET
12. ROOSEVELT AVENUE AND 88TH STREET
13. ROOSEVELT AVENUE AND ELMHURST AVENUE
14. ROOSEVELT AVENUE AND 92ND STREET
15. ROOSEVELT AVENUE AND 99TH STREET
16. ROOSEVELT AVENUE AND 108TH STREET
17. ROOSEVELT AVENUE AND 94TH STREET
18. SENECA AVENUE AND PALMETTO STREET
19. SAINT FELIX AVENUE AND 79TH AVENUE
20. ROOSEVELT AVENUE AND 49TH STREET
21. BESSEMER STREET AND 85TH AVENUE
22. JAMAICA AVENUE AND 116 STREET
23. JAMAICA AVENUE AND LEFFERST BLVD
24. JAMAICA AVENUE AND 121ST STREET
25. JAMAICA AVENUE AND 122ND STREET
26. JAMAICA AVENUE AND 123RD STREET

OCMC FILE NO: QEC-15-215

PAGE 5 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

27. JAMAICA AVENUE AND 124TH STREET**28. 46th STREET AND 25TH AVENUE**

- THE WORKING HOURS SHALL BE 9:00 AM- 4:00 PM, MONDAY THRU FRIDAY AND 8:00AM-4:00PM SATURDAY
- IF WORKING **WITHIN A SCHOOL ZONE**, THE WORKING HOURS SHALL BE:
9:00AM – 2:00PM PLUS 4:00 PM TO 7:00 PM, MONDAY- FRIDAY AND
8:00AM-4:00PM SATURDAY.
- A **SCHOOL VARIANCE (VAR001)** IS GRANTED TO WORK DURING SCHOOL HOURS AS STIPULATED BY OCMC – STREETS. THE CONTRACTOR MUST NOTIFY THE SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK.
- SHOULD **"NO STANDING" RUSH HOUR REGULATIONS** APPLY ADJACENT TO / OR OPPOSITE THE CONSTRUCTION ZONE, WORK IS RESTRICTED DURING THE HOURS SPECIFIED ON THE POSTED REGULATION. OCMC –STREETS SHOULD BE CONTACTED IN WRITING BY THE ENGINEER-IN-CHARGE ONLY IF THEY ARE REQUESTING A WAIVER AND CONSIDERATION TO WORK DURING THE RESTRICTED HOURS.
- THE CONTRACTOR MAY CLOSE THE FULL WIDTH OF THE SIDEWALK AT THE CORNER OF THE INTERSECTIONS PROVIDED SIGNS ARE POSTED THAT MEET NYCDOT SPECIFICATIONS FOR DIRECTING THE PEDESTRIANS TO THE OPPOSITE SIDEWALK.
- THE CONTRACTOR SHALL OCCUPY 1-11 FOOT LANE ADJACENT TO ONE QUARTER OF THE INTERSECTION AT ANY TIME
- THE CONTACTOR SHALL MAINTAIN AT LEAST ONE PEDESTRIAN CROSSING IN EACH DIRECTION AT THE INTERSECTION AT ALL TIMES.
- THE EXCAVATION OF THE EXISTING SIDEWALK SHALL BE LIMITED TO THE AREA OF CONCRETE TO BE POURED ON THE SAME DAY SO THAT NO OPEN EXCAVATION IS LEFT AT THE END OF THE DAY'S WORK.
- UPON COMPLETION OF THE CURB WORK, THE CONTRACTOR SHALL TEMPORARILY RESTORE THE ROADWAY PAVEMENT ADJACENT TO THE CURB WITH 4-INCH ASPHALTIC CONCRETE MIXTURE.
- THE CONTRACTOR MAY OCCUPY / CLOSE ONE CROSSWALK AT A TIME, POSTING NECESSARY SIGNAGE TO NOTIFY PEDESTRIANS TO USE OTHER CROSSWALK.
- THE CONTRACTOR SHALL WORK ON ONLY ONE SIDE OF THE STREET AT ANY TIME.
- THE CONTRACTOR SHALL NOT WORK AT THE ADJACENT CORNER CURB AND THE STRAIGHT CURB IN THE SAME BLOCK SIMULTANEOUSLY. THE CONTRACTOR SHALL ALSO NOT WORK ON SIDEWALKS ADJACENT TO CORNER CURBS AND SIDEWALK ADJACENT TO STRAIGHT CURBS IN THE SAME BLOCK SIMULTANEOUSLY
- AFTER WORKING HOURS ALL CROSSWALKS MUST BE OPENED.

CONSTRUCTION OF ROADWAY PAVEMENT:

- THE CONTRACTOR SHALL ESTABLISH THE WORK ZONE AS PER THE PAVEMENT CONSTRUCTION PLAN APPROVED FOR THAT LOCATION. THE WORK ZONE SHALL BE SEPERATED FROM TRAFFIC WITH THE APPROPRIATE TRAFFIC CONTROL DEVICES SUCH AS JERSEY BARRIERS, WOODEN BARRIERES, PLASTIC BARRELS, STEEL PEDESTRAIN FENCING ETC.
- THE CONTRACTOR SHALL MAINTIAN PEDESTRAIN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN TRAFFIC FROM AND TO THE CROSS-STREETS AT ALL TIMES
- THE CONTRACTOR SHALL MAINTAIN 1-12 FOOT LANE FOR EMERGENCY TRAFFIC AT ALL TIMES
- AFTER COMPLETION OF NEW PAVEMENT BASE AND CURING, PUT RAMPS AROUND MANHOLE HEADS WITH TEMPORARY ASPHALTIC MIXTURE AND OPEN THE ROADWAY FOR TRAFFIC.

OCMC FILE NO: QEC-15-215

PAGE 6 OF 7

05/20/2015

NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

C. GENERAL NOTES

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. The Contractor must comply with all Construction Embargos Issued by the NYCDOT including the Holiday Embargo. The contractor shall comply with all requirements of the NYCDOT Special Events Unit as identified below:

a. Street Fairs / Festivals

All excavations must be plated with skid resistant plates.
Plates must be recessed and flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

b. Running / Walking / Biking Events

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

c. Parades

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
Formation and dispersal area plates must be recessed and flush with pavement (Plates must be skid resistant).
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

d. Mayoral Events

All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
All pavement defects must be corrected within or adjacent to the work zone.
The contractor is responsible for any defects within the immediate vicinity if NYCDOT Street & Arterial Maintenance cannot make repairs due to project interference (as determined by NYCDOT).
All equipment, trailers and material storage must be removed.

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.
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.
The Permittee is not authorized to enter, occupy or use any publicly-owned or privately owned, non-paved, landscape or non-landscaped location without specific written permission. When the location is within the right-of-way of a limited-access arterial highway, written approval from the NYCDOT OCMC-Highways is required. When the location is within the right-of-way of a public street or public park, written approval from the New York City Department of Transportation or New York City Department of Parks and Recreation is required. When the location is within the right-of-way of any other jurisdiction such as private property, State, Federal etc., it is the Permittee's responsibility to determine the property owner and obtain the written approval.

OCMC FILE NO: QEC-15-215

PAGE 7 OF 7

05/20/2015


NYCDDC CONTRACT NO: HWP14QTA

PROJECT: COMPLEX PEDESTRIAN RAMPS ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK, TOGETHER WITH ALL WORK INCIDENTAL THERETO

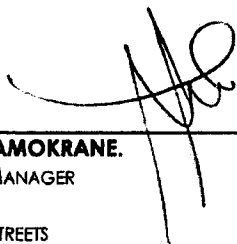
LOCATION: LOCATIONS IN COMMUNITY BOARDS NO. Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-8 & Q-9 IN THE BOROUGH OF QUEENS

The Permittee shall adhere to the NYCDOT Bureau of Bridges' Special Provisions for Landscape Protection, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

1. 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.
2. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
3. 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.
4. 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.
5. 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.



NICOLAS DAGHER, P.E.
 EXECUTIVE DIRECTOR
 NYCDOT
 OCMC-STREETS



SAMMY AMOKRANE.
 PROJECT MANAGER
 NYCDOT
 OCMC-STREETS



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:

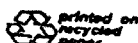
- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

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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NEW YORK CITY TRANSIT CURRENT AND FUTURE PROJECTS

Location No 1 – 31st Street and Hoyt Avenue So.

1. **The BMT Astoria Line - N train** is running along 31st Street within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 378 – Duct Assignment - Vicinity of 36th Avenue Station – Astoria Line – BMT – Queens
The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **Astoria – Hoyt Avenue Station** for the Astoria Line BMT N train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.

6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Astoria Blvd – Hoyt Ave Station / Astoria Line – BMT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
ST01-0969 A37589	Stations Sandy: Canop Astoria /AST	L. Tonn/ (646) 252-2051	P. Patel/ (646) 252-4035	
ST04-0824	Station Acces – ADA ADA: Astoria Blvd/ASDT	Undesignated	Undesignated	
ST12-7224 W32697	Public Addr/Cust Info PA/CIS: 44 Stns: Cab	D. Wesley/ (646) 252-3061	D. Straquatano/ (646) 252-4065	
MW62-5600 C34903	Struct Overcoating OC: 27 St-41 Av/AST+FLS	L. Powerman/ (646) 252-44569	K. Patel/ (212) 840-0752	S. Ronk/ (212) 840-0752
ST12-7247 A36124	Station Acces – ADA Introduction Loops: 642 Bths	D. Devoti/ (646) 252-6785	M.V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
ST12-7224 W32696	Publ Addr/ Cust Info PA/CIS: 44 Stns: Cab	D. Wesley/ (646) 252-3061	D. Straquatano/ (646) 252-4065	E. Kakkanatt/ (646) 252-2070
MW17-5969 W32679	Comm Cable/Eqpt ATM: B Div 253 Stn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7457	S. Jamoona/ (212) 883-7461

Location No 2 – Queens Plaza South & 13th Street

1. **The IRT Flushing Line – No 7 train** is running within (under) the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

- Drawing P – 411 – Duct Assignment - Vicinity of Bridge Plaza South – Astoria Line BMT to Queens Line IND – Queens
- Drawing P – 410 – Duct Assignment - Vicinity of Vernon Boulevard – Astoria Line BMT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location No 3 & Location 4 – Queens Plaza South & 12th Street

1. **The IRT Flushing Line – No 7 train** is running within (under) the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 411 – Duct Assignment - Vicinity of Bridge Plaza South – Astoria Line BMT to Queens Line IND – Queens
 - Drawing P – 410 – Duct Assignment - Vicinity of Vernon Boulevard – Astoria Line BMT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location No 5 – Queens Plaza South & 24th Street.

1. **The BMT Astoria Line - N train** and the **IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 411 – Duct Assignment - Vicinity of Bridge Plaza South – Astoria Line BMT to Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **Queensborough Plaza Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
Queensboro Plaza Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST21-0589 A36874	Station Components Queensboro Plaza / FLS	V. Patel/ (646) 252-4249	S. Abraham/ (646) 252-4736	
ST18-0760 C43046	Stat Comm Rms Hydrog Gas Vent: 19 Comm Rooms	K. Asamoah/ (646) 252-4064	J. Diaz/ (646) 210-3688	
MW41-7152 C34821	Roof Repair & Repl DOS Roof Repl Ph 3	D. Hyman/ 96460 252-2614	C. Delgado/ (646) 210-3699	
MW56-4587 S32723	Comm-based Train Comtr CBTC FLS : Addl Suport	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW62-5600 C34903	Struct Overcoating OC: 27 St-41 Av/AST+FLS	L. Powerman/ (646) 252-44569	K. Patel/ (212) 840-0752	S. Ronk/ (212) 840-0752
MW62-5600 C34904	Struct Overcoat OC: Portal-27 St/AST+FLS	L. Powerman/ (646) 252-44569	K. Patel/ (212) 840-0752	S. Ronk/ (212) 840-0752
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449

ST18-7129 C43031	Station Commun Rms HVAC: 6 locs / On- call	K. Asamoah/ (646) 252-4064	J. Singh/ (646) 252-3120	I. Ibrahim/ (646) 252-3400
ST04-7247 A36124	Stat Acc-ADA Intro Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW42-6743 W32674	Replace Antenna Cabl Repl Ph II	K. Asamoah/ (646) 252-4064	J. Diaz/ (646) 790-2102	Leslie Baptist/ (212) 268-8595
MW17-5969 W3652	Commun Cable/ Equip ATM: Div 253 Stns Bade	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7457	S. Jamoona/ (646) 252-4543
ST12-6056 W32663	Public Addr/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ 	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	
TR02-5157 W34503	Employee Facil-RT RTO Radio Base Stns	M.V. Mathew/ (646) 395-9997	A. Haldar/ (646) 252-3605	

Location No 6 – 45th Road & Jackson Avenue

1. **The IND Crosstown Line - G train and the IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 379 – Duct Assignment - Vicinity of Court Square Station - Crosstown Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **Court Square Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.

6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Court Square Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646)252-3061	S. Davoodi/ (646) 252-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST04-6919 A36116	Station Acces-ADA Platf: 45 Road/FLS	V. Patel/ (646) 252-4249	H. Kothari/ (646) 252-3517	R Patel/ (646) 252-3444
MW56-4587 S32723	Comm Based Train Control CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW62-5600 C34904	Struct Overcoating OC: Portal-27 St/AST+FLS	L. Powerman/ (646) 252-44569	K. Patel/ (212) 840-0752	S. Ronk/ (212) 840-0752
MW56-4587 S32723	Comm-based Train Contr CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-6919 A36132	Station Acces-ADA ADA: 45 Rd-CtHs SQ/FLS	V. Patel/ (646) 252-4249	H. Kothari/ (646) 252-3517	R Patel/ (646) 252-3444
ST04-7247 A36124	Stat Acc-ADA Intro Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
RC03-5976 A33792	Fare Contr Modernize Smart Card Cabling:32 Stn	Undesignated	L. Ciaccio/ (646) 252-2209	
ST12-6056 W32663	Public Addr/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location No 7 – Roosevelt Ave & 54th Street

1. **The IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 373 – Duct Assignment - Vicinity of 46th Street-Bliss Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location No 8 – Broadway & 69th Street

1. **The IND Queens Line E & F trains** and are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Ave-Jackson Heights Station - Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location No 9 – Broadway & 65th Street

1. **The IND Queens Line - E & F trains** and are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.

3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

- Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Ave- Jackson Heights Station - Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location No 10 Roosevelt Ave & 70th St

1. **The IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 374 – Duct Assignment - Vicinity of Woodside – 61st Street Station - Flushing Line IRT – Queens
 - Drawing P – 375 – Duct Assignment - Vicinity of – 74th Street Station - Flushing Line IRT – Queens.
4. This Location might have an impact at the **69th Street-Fisk Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
69th Street –Fisk Avenue Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoating OC: 48St-72 St / FLS	Undesignated	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37585	Stations HP:2 Stations/ FLS	N. P. Ng/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Acc-ADA Intro Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-portal/ FLS	D. Hyman/ (646) 252-2614	K. Patel/ (212) 840-07252	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Addr/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	
ST01-0868 A37577	Stations HelpPoint: 16 Loc Des[SBMP]	N. P. Ng/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	

Location No 11 - 50 Ave & 11th Place

1. **The IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 370 – Duct Assignment - Vicinity of 49th Avenue- Hunters Point Avenue Station - Flushing Line IRT – Queens
 - Drawing P – 369 – Duct Assignment - Vicinity of Vernon – Jackson Avenue Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 12 – 32 Pl & Queens Blvd

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
 2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
 3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 372 – Duct Assignment - Vicinity of 33rd Street Station - Flushing Line IRT – Queens
- The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **33rd St-Rawson St Station** for the Flushing Line IRT No 7 train.
 5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
 6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
33rd St-Rawson St Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
ST18-7126 C43048	Station C0mmunic Rms Upgr & Expand– Ph 1	D. Hyman/ (646) 252-2614	C. Velenovsky/ (718) 643-1954	
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW62-5600 C34903	Structure Overcoating OC: 4827 St-41 / FLS	L. Powerman/ (646) 252-4569	K. Patel/ (212) 840-0752	S. Ronk/ (212) 840-0752
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
ST12-6056 W32663	Public Addr/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/Equip Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 13 – 39th St & Queens Blvd

- 1. The IRT Flushing Line – No 7 train** is running within the area of the above location.
- NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
- Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

- Drawing P – 372 – Duct Assignment - Vicinity of 33rd Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **40 St-Lowery St Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
40 St-Lowery St Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST18-7129 C43038	Station Communic Rms HVAC Comm Rms; 8 Loc	K. Asamoah/ (646) 252-4064	J. Diaz/ (646) 790-2101	R. Sainthill/ (917) 881-7820
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW17-5968 W32648	Comm Cable/Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 14 – 43rd Avenue & 52nd Street

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 373 – Duct Assignment - Vicinity of 46th –Bliss Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **52nd St-Lincoln Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.

Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
52nd St-Lincoln Avenue Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37585	Stations HP: 2 Stations / FLS	N. Ng/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	

	Support			
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
MW17-5968 W32648	Comm Cable/ Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 14 – 43rd Avenue & 52nd Street

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 373 – Duct Assignment - Vicinity of 46th –Bliss Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **52nd St-Lincoln Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
52nd St-Lincoln Avenue Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37585	Stations HP: 2 Stations / FLS	N. Ng/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
MW17-5968 W32648	Comm Cable/ Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 15 – Roosevelt Avenue & 53rd Street

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.

3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

- Drawing P – 373 – Duct Assignment - Vicinity of 46th – Bliss Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **52nd St-Lincoln Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
52nd St-Lincoln Avenue Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37585	Stations HP: 2 Stations / FLS	N. Ng/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577

MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
MW17-5968 W32648	Comm Cable/ Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 16 – Woodside & 63rd Street

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. There are no Power Engineering Activities for the above location:
4. This Location might have an impact at the **Woodside Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Woodside Avenue Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST04-7151	Station Access –ADA ADA: Plat Gap, Ph2- 14 Stn	Undesignated	Undesignated	

MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212)840-0752
ST12-6056 W32663	Publoc Address/Cust Info PA/CIS Wrap-Up (TIS)	J Burstein/ (718) 533-2725	M. Jameson/ (646) 252-3423	

Location 17 –104th Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Blvd Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **104th Street Corona Plaza Station** for the Flushing Line IRT No 7 train.

5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
104th Street Corona Plaza Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
ST01-1615	Stations Help Point 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 363-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up (TIS)	J Burstein/ (718) 533-2724	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/ Equip Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 18 - 111th Street & Roosevelt Avenue &
Location 19 - 112th Street & Roosevelt Avenue &

1. **The IRT Flushing Line - No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P - 376 - Duct Assignment - Vicinity of Junction Blvd Station - Flushing Line IRT - Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **111th Street Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
111th Street Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
ST01-1615	Stations Help Point 2	D. Wesley/ (646) 252-3061	S. Davoodi/ 96460 363-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449
ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752

Location 20 –73rd Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

- Drawing P – 375 – Duct Assignment - Vicinity of 74th Street Station - Flushing Line IRT – Queens

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The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **74th Street-Broadway Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
74th Street-Broadway Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST01-0563	Stations SAID @ 26 loc	D. Willemann/ (646) 252-3865	D. Willemann/ (646) 252-3865	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-0868 A37574	Stations Help Point: 94Stns	D. Wesley/ (646) 252-3061	S. Davoodi/ 96460 363-2504	
ST18-0309 C43047	Stats Communic Rms Comm Rm Waterproof 5 Loc	D. Hymann/ (646) 252-2614	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (656) 354-5449

MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (6460 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212)840-0752
Mw17-5969 W32652	Comunic cable /Eqpt ATM: B Div 253 Stns BASE	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7457	S. Jamoona/ (646) 252-4543
ST12-6056 W32663	Public Address / Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	
MW17-5968	Communic Cable/Eqpt Data Net: SONET&IRT ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646)252-3423	
TR02-5157 W34503	Employee Facil-RT RTO Radio Base Stns	K. Asamoah/ (646) 252-4064	M. V. Mathew/ (646) 395-9997	A. Haldar/ (646) 252-3605

Location 21 –Broadway & 74th Street
Location 22 – 74th Street & Roosevelt avenue

1. **The IND Queens Line – E & F train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 375 – Duct Assignment - Vicinity of 74th Street Station - Flushing Line IRT – Queens
 - Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Avenue-Jackson Heights Station - Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **Roosevelt Avenue-Jackson Heights Station** for the Queens Line IND E & F train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.

6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Roosevelt Avenue – Jackson Heights Station / Queens Line – IND /
Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
IM01-1616	Inform Technology PBX Upgrade: Ph 2	K. Asamoah/ (646) 252-4064	M. V. Mathew/ (646) 395-9997	
MW17-7166	Comunic Cable /Eqpt Cutover-SONET Main Hubs	K. Asamoah/ (646) 252-4064	M. V. Mathew/ (646) 395-9997	
ST01-0563	Stations SAID @ 26 loc	D. Willemann/ (646) 252-3865	D. Willemann/ (646) 252-3865	
MW56-7027 S48004	Comm Based Train Contr CBTC QBL West Ph 1	S. Kwa/ (646) 252-3189		
IM01-7157 D37467	Inform Technology PBX Upgrade: Ph 1	K. Asamoah/ (646) 252-4064	M. V. Mathew/ (646) 395-9997	
ST01-0868 A37574	Stations Help Point: 94Stns	D. Wesley/ (646) 252-3061	S. Davoodi/ 96460 363-2504	
IM01-6670 D37569	Inform Technology PBX Ntwk Upgrade& IP Mgmt	K. Asamoah/ (646) 252-4064	M. V. Mathew/ (646) 395-9997	E. Vaher/ (646) 252-3268
MW03-6816 E-34019	Escalat Repl 2 Escal Roosevelt Av/ QBL	V. Patel/ (646) 252-4249	H. Kothan/ (646) 252-3517	R. Patel/ (646) 252-3444
MW38-6838	Signal Systems Roosevelt Interl/ QBL	W. Millian/ (646) 2524249	D.R. Patel/ ((347) 738-6939	D. Leng/ (347) 738-6939
ST18-7129 C43042	Station Comm Rms HVAC: 6STN Qns (ARRA)	V. Patel/ (646) 252-4249	A. Puthola/ (646) 252-4314	E. Etienne/ (646) 252-3816
ST04-7247 A36124	Statipn Access-aDA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577

MW42-6743 W32674	Repl Antenna Cable Ant Cable Repl Ph II	K. Asamoah/ (646) 252-4064	J. L. Diaz/ (646) 790-2101	L. Baptiste/ (212) 268-8595
MW17-5968 W32648	Comunic cable /Eqpt DataNet: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 23 – 79th Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** are running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 375 – Duct Assignment - Vicinity of – 74th Street Station - Flushing Line IRT – Queens.
 - Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Avenue-Jackson Heights Station - Queens Line IND – Queens
 The ducts and the manholes should be shown on the appropriate drawings

- Location 24 – 80th Street & Roosevelt Avenue and**
Location 25 – 83rd Street & Roosevelt Avenue
Location 26 – Baxter Avenue & Roosevelt Avenue
Location 27 – 84th Street & Roosevelt Avenue
Location 28 – 83rd Street & Roosevelt Avenue
Location 29 – Baxter Avenue & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:

- Drawing P – 375 – Duct Assignment - Vicinity of 74th Street Station - Flushing Line IRT – Queens
- Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Avenue-Jackson Heights Station - Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **82nd Street-Jackson Heights Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
82nd Street-Jackson Heights Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/ Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37584	Stations H P:2 Stns/WPR&FLS	N.P. Nag/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449

	CBTC FLS Line			
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	
MW17-5968 W32648	Comunic cable /Eqpt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 30 – Britton Avenue & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 375 – Duct Assignment - Vicinity of 74th Street Station - Flushing Line IRT – Queens
 - Drawing P – 416 – Duct Assignment - Vicinity of Roosevelt Avenue-Jackson Heights Station - Queens Line IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **90th Street-Elmhurst Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.

6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
90th Street-Elmhurst Avenue Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/ Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
ST01-1615	Stations Help Point: Phase2 Stns/WPR&FLS	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840- 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	
MW17-5968 W32648	Comunic cable /Eqpt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 31 –Elmhurst Avenue & Roosevelt Avenue
Location 32 –92nd Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queen

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **90th Street-Elmhurst Avenue Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
90th Street-Elmhurst Avenue Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/ Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
ST01-1615	Stations Help Point: Phase2 Stns/WPR&FLS	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	

MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840- 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	
MW17-5968 W32648	Comunic cable /Eqpt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 33 –99 Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 34 –102nd Street & Roosevelt Avenue
Location 35 –103rd Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **103rd Street Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
103rd Street Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/ Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
ST01-1615	Stations Help Point: Phase2 Stns/WPR&FLS	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	

MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840- 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	
MW17-5968 W32648	Comunic cable /Eqpt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 36 -108th Street & Roosevelt Avenue

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 37 –Baxter Avenue & Gleane Street

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

4. This Location might have an impact at the **82nd Street-Jackson Heights Station** for the Flushing Line IRT No 7 train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
82nd Street-Jackson Heights Station / Flushing Line – IRT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST12-0139 W32355	Public Address/ Cust Info ISIM B-Div	D. Wesley/ (646) 252-3061	Undesignated	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST01-1082 A37584	Stations H P:2 Stns/WPR&FLS	N.P. Nag/ (646) 252-6773	T. Lokhandwala/ (646) 252-4399	

MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212) 840-0752
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ 946) 252-3423	
MW17-5968 W32648	Comunic cable /Eqpt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

Location 38 –Roosevelt Avenue & 94th Street (W)
Location 39 –Roosevelt Avenue & 94th Street (E)

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 376 – Duct Assignment - Vicinity of Junction Boulevard Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 40 – Forest Avenue & Putnam Avenue

1. **The BMT Myrtle Avenue Line – M train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. There are no Power Engineering Activities for the above location:
4. This Location might have an impact at the **Forest Avenue Station** for the BMT Myrtle Avenue Line M train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Forest Avenue Station / Myrtle Avenue Line – BMT / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST22-0165 A36183	Station Renewal Renew: Forest Av / MYR	D. Foell/ (646) 252-4317	A. Puthola/ (646) 252-4314	V. Tadla/ (646) 252-4444
ST21-7204 A36149	Station Componen Plat Edge: 6 Loc/MYR	D. Foell/ (646) 252-4317	A. Puthola/ (646) 252-4314	F. Garzon/ (646) 252-4983
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW17-5969 W32679	Comunic Cable / Eqpt ATM: BDiv 253 Strn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7461	S. Jamoona/ (212) 883-7461
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap- Up(TIS)	J. Burstein/ (718) 533-2724	M. Jameson/ (646) 252-3423	

Location 41 – Palmetto Street & St Nicholas

1. **The BMT Canarsie Line – L train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – P-217 (P-82) – Key Plan and Duct Assignment: Wyckoff Avenue to Fresh Pond Yard Signal tower-Myrtle Avenue Line

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **Myrtle-Wyckoff Avenue Station** for the BMT Canarsie Line - L train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
Myrtle-Wyckoff Avenue Station / Canarsie Avenue Line – BMT / Brooklyn**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST01-1615	Stations Help Pint: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST01-0563	Atations SAID @ 26 Loc	D. Willemann/ (646) 252-3865	D. Willemann/ (646) 252-3865	
ST18-7129 C-43041	Station Comm Rms HVAC 7 Stn BKlyn (ARRA)	V. Patel/ (646) 252-4249	A. Puthola/ (646) 252-4314	T. Diana/ (646) 252-3709

ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW56-4586 S32741	Comm Based Train Control CTC CNR: Signal Removals	S. Kwa/ (646) 252-3189	C. Fraser/ (347) 457-3320	D. Leng/ (347) 738-6939
ST09-6723 A36054	Intermodal/Transfer Facil Intermodal: Myrtle- Wyckoff	J. Antony/ (646) 252-4144	K. Summa/ (646) 252-3464	V. Patel/ (646) 252-3815
MW42-6743	Replace Antenna Cable Antenna Cable Repl Ph II	K. Asamoah/ (646) 252-4064	J. L. Diaz/ (646) 790-2101	L. Baptiste/ (212) 268-8595
MW17-5969 W32679	Comunic Cable / Eqpt ATM: B Div 253 Stn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7461	S. Jamoona/ (212) 883-7461

Location 42 – Seneca Avenue & Palmetto Street

1. **The BMT Myrtle Avenue Line – M train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

Drawing P – P-217 (P-82) – Key Plan and Duct Assignment:
Wyckoff Avenue to Fresh Pond Yard Signal tower-Myrtle Avenue Line

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **Seneca Avenue Station** for the BMT Myrtle - M train.

5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
Seneca Avenue Station / Myrtle Avenue Line – BMT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST07-6408	Station Rehab Seneca Ave / MYT	Undesignated	Undesignated	
ST22-0160 A36184	Station Renewal Renew: Seneca / MYR	D. Foell/ (646) 252-4317	A. Puthola/ (646) 252-4314	V. Tadla/ (646) 252-4444
ST21-7204 A36149	Station Comp Plat Edge: 6 Loc/ MYR	D. Foell/ (646) 252-4317	A. Puthola/ (646) 252-4314	f. Garzon/ (646) 252-4983
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW17-5969 W32679	Comunic Cable / Eqpt ATM: B Div 253 Stn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7461	S. Jamoona/ (212) 883-7461
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	

Location 43 –61st St / Fresh Point Rd & Myrtle Avenue
Location 44 –St Felix Avenue & 79 Avenue

These locations will have no impact on NYC Transit Facilities.

Location 45 –Queens Blvd & Eliot Avenue

1. **The IND Queens Line -E & F train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawings showing Power Engineering Activities for the above location:
 - Drawing P – 419 – Duct Assignment Vicinity of Woodhaven Boulevard Station - Queens Line – IND – Queens
 - Drawing P – 420 – Duct Assignment Vicinity of 62nd Road - Queens Line – IND - Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 46 –Hillside Avenue & Merrick Road

4. **The IND Queens Line -E & F train** is running within the area of the above location.
5. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
6. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 471 – Duct Assignment Vicinity of 167 Street Substation - Queens Line – IND – Queens

The ducts and the manholes should be shown on the appropriate drawings

Location 47 – Hillside Avenue & 167th Street

1. **The IND Queens Line – F train** is running along Hillside Avenue within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 471 – Duct Assignment Vicinity of 167 Street Substation - Queens Line – IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **169th Street Station** for the IND Queens Line - F train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
169th Street Station / Queens Line – IND / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST21-0686 A36893	Station Comp StnVntitrs: Ph4- 4Lc/E. Qns	Undesignated	P. Alladin/ (212) 226-1423	
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577

ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	
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Location 48 – Hillside Avenue & 168th Street

1. **The IND Queens Line – F train** is running along Hillside Avenue within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 472 – Duct Assignment Vicinity of 168 Street Substation - Queens Line – IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **169th Street Station** for the IND Queens Line - F train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
169th Street Station / Queens Line – IND / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST21-0686 A36893	Station Comp StnVntitrs: Ph4- 4Lc/E. Qns	Undesignated	P. Alladin/ (212) 226-1423	

ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	

Location 49 –179th Street & Hillside Avenue

1. **The IND Queens Line – F train** is running along Hillside Avenue within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.
3. Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:
 - Drawing P – 4723– Duct Assignment Vicinity of 179 Street Substation - Queens Line – IND – Queens

The ducts and the manholes should be shown on the appropriate drawings
4. This Location might have an impact at the **179th Street Station** for the IND Queens Line - F train.
5. Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
6. Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

**Project Coordination Guide
169th Street Station / Queens Line – IND / Queens**

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Resid. Eng/ Tel No
ST04-7151	Station Access-ADA ADA: Plat Gasp. Ph 2-14 Stn	Undesignated	Undesignated	
MW17-7423 W32372	Commun Cable Eqpt PSLAN: 20 stations	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST01-0868 A37574	Stations Help Point: 94 Stns	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
ST21-0686 A36893	Station Comp StnVntitrs: Ph4- 4Lc/E. Qns	Undesignated	P. Alladin/ (212) 226-1423	
ST18-7129 C43027	Station Communic Rms HVAC: 13 Rms	V. Patel/ (646) 252-4249	A. Puthola/ (646) 252-4314	V. Tadla/ (646) 252-4444
ST04-7247 A36124	Stat Access-ADA Induc Loops:642: Bths	D. Devoti/ (646) 252-6785	M. V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW17-5969 W32679	Comunic Cable / Eqpt ATM: B Div 253 Stn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7461	S. Jamoona/ (212) 883-7461
ST12-6056 W32663	Public Address/Cust Info PA/CIS Wrap-Up (TIS)	J. Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	

Location 50 a) – Queens Boulevard & 49th Street
Location 50 b) – Greenpoint Avenue & Queens Boulevard

1. **The IRT Flushing Line – No 7 train** is running within the area of the above location.
2. NYC Transit Structural Drawings can be obtained by contacting Mr. Gopalakrishnan Chenthitta at (646) 252-3614.

- Kindly find enclosed the following drawing showing Power Engineering Activities for the above location:

➤ Drawing P – 373 – Duct Assignment - Vicinity of 46th –Bliss Street Station - Flushing Line IRT – Queens

The ducts and the manholes should be shown on the appropriate drawings

- This Location might have an impact at the **46th Street – Bliss Street Station** for the Flushing Line IRT No 7 train.
- Should it become necessary to close any of the subway entrances see note No 36 from the enclosed General Notes.
- Enclosed for the above station is a summary of NYC Transit current and planned projects that you may need to coordinate your project with

Project Coordination Guide
52nd St-Lincoln Avenue Station / Flushing Line – IRT / Queens

Contract	Project Title	Design Mgr/ Tel No	Constr. Mgr/ Tel. No	Redid. Eng/ Tel No
MW62-1152	Structure Overcoat OC: 48 St- 72 St / FLS	Undesignated	Undesignated	
ST01-1615	Stations Help point: Phase 2	D. Wesley/ (646) 252-3061	S. Davoodi/ (646) 252-2504	
MW56-4587	Comm-Based train Control CBTC FLS: Equip Rem	T. Basu/ (646) 252-3192	S. Thomas/ (646) 354-5431	
ST18-7129 C43038	Station Commun Rms HVAC Comm Rms: 8 Locs	K. Asamoah/ (646) 252-4064	J. L. Diaz/ (646) 790-2101	R. Sainthill/ (917) 881-7820
MW56-4587 S32723	Comm Based Train Contr CBTC FLS Addit Support	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	
MW56-4587 S32723	Comm Based Train Control CBTC FLS Line	S. Kwa/ (646) 252-3189	S. Thomas/ (646) 354-5431	M. Stephenson/ (646) 354-5449

ST04-7247 A36124	Stat Acc-ADA Induc Loops: 642 Bths	D. Devoti/ (646) 252-6785	M. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577
MW62-6442 C33269	Structure Overcoat OC: 103 St-Portal / FLS	D. Hymann/ (646) 252-2614	K. Patel/ (212) 840 0752	A. Mitra/ (212)840-0752
ST12-6056 W32663	Public Address/Cust Info PA?CIS Wrap Up (TIS)	J Burstein/ (718) 533-2725	M. Jameson/ (646) 252-2808	
MW17-5968 W32648	Comm Cable/ Equipt Data Net: SONET&IRT-ATM	K. Asamoah/ (646) 252-4064	E. Jones/ (646) 252-3423	

For the entire project the following comments apply:

1. Bus Routes in the area affected by your project will or may require bus diversions. These arrangements shall be made through:

Ms. Sarah Wyss
Manager
New York City Transit
2 Broadway - Room A 17.82
New York, NY 10004
Tel. No. (646) 252-5517

2. NYC Transit General Notes and Insurance Clauses (Copies included) have to be included in your project documents and transcribed on your project drawings.

The Contract Drawings and Documents showing NYC Transit facilities in plan and section shall clearly indicate the effect of all proposed work on these facilities. Included shall be construction procedures showing in detail how NYC Transit Facilities will be protected during construction of your project.

These documents incorporating all the above comments shall be submitted to NYC Transit – Outside Projects for review and approval.

Should you have any questions, please call Ms. Alina Avadanei at (646) 252-3641.

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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: HWP14QTA

**COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY**

**INCLUDING CURB, SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK**

Together With All Work Incidental Thereto

BOROUGH OF QUEENS

ADDENDUM NO. 2

DATED: June 26, 2015

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 And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated September 2007) Revised January 2009, Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) 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 AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page I-11:
Add the following to **Subsection 10.15**:

(1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Ms. Theresa Kong at (212) 460-4834.

(2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (718) 977-8165.

(4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Piazza at (718) 888-4261.

- (2) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Edward Coleman, P.E., Assistant Commissioner, Engineering and Planning at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-4194 or (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. James Cruickshank at (718) 965-7739.

(5) N.Y.C. TRANSIT AUTHORITY

NO TEXT ON THIS PAGE

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWP14QTA

DESIGN OF COMPLEX PEDESTRIAN RAMPS
ADJACENT TO TRANSIT AUTHORITY AND LANDMARK PROPERTY
INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, STREET LIGHTING AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO.3

(SECTION U VERSION 2.0)

DATED: June 26, 2015

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 A3-3 through A3-13)
 - B. Schedule U-1 (Page A3-14)
 - C. Schedules U-2 listing scope of utility interferences is no longer included in City contract. Such information will be part of Interference Agreement between Utility Operator and Contractor.
 - D. Section U-3 Page A3-15 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010).
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, ¶3, 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

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.

3. *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, and at known locations of City contract work, 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.

4. *Interference Agreement:*

1. 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 for Types of Interferences encountered on this Contract in accordance to the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, copy of which is available on demand.
2. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies.

5. *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 shall issue a written "48 Hours notice to Public Corporation" as prescribed by the City of New York Administrative Code", commonly referred to as "Order-Outs" and 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. 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 9.

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 or delay claims against the City. 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 9.
4. The contractor will notify the Resident Engineer when 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 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).

6. *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 4, provides for the scope of work encountered.
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 5, 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.

7. *Means and Methods for utility work:*

Upon receipt of the Company's determination pursuant to paragraphs 6.2, or 6.4, 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.

8. *Disputed utility work covered by a utility agreement:*

The City Work will continue as described in paragraph 5 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 9. 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.

9. *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 8.
- (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.

10. 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.

11. 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.

12. *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 or any delays cost cause by such 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.

13. *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.

14. *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.

15. Facility operators:

The insurance requirements in Paragraph 11 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 at the company’s own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

END OF ADDENDUM No.3
This Addendum consists of Sixteen (16) pages





Department of
Design and
Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: HWP14QTA

COMPLEX PEDESTRIAN RAMPS ADJACENT TO
TRANSIT AUTHORITY AND LANDMARK PROPERTY

INCLUDING CURB AND SIDEWALK RECONSTRUCTION, SEWER,
WATER MAIN, AND STREET LIGHTING WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

Contractor.

Dated _____, 20____
